



KG Basin Project

D.NO.11-4-7, Nookalamma Temple Street
Ramarao Peta, KAKINADA
Andhra Pradesh-533004, INDIA
Phone (O) 0884-2302176

Email: kgbasin@oilindia.in

GLOBAL NOTICE INVITING TENDERS

FORWARDING LETTER

IFB No. CEG4766P21 FOR HIRING OF SERVICES FOR 2D BROADBAND SEISMIC DATA ACQUISITION, PROCESSING AND INTERPRETATION OF 15,000 LKM IN ANDAMAN DEEP WATERS WITH PROVISION FOR +/- 10% QUANTITY TOLERANCE

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. Oil India Limited (OIL)’s Project office located at Kakinada is presently entrusted to coordinate activities related to exploration and production of oil and natural gas from the Krishna Godavari onland and offshore, Mahanadi onland, Andaman offshore and Kerala-Konkan offshore basins in India. The Project Office of OIL at Kakinada is well connected by road, rail and air.

2.0 OIL has been entrusted by DGH & MoP&NG for undertaking 2D Seismic survey job for appraisal of unapprised areas in Andaman deep waters. In connection with this job, OIL invites International Competitive Bids (ICB) from competent and experienced contractors through OIL’s e-procurement site for **Hiring of Services for 2D Seismic Data Acquisition, Processing and Interpretation of 15,000 LKM with a provision for +/-10 quantity tolerance limit in Andaman Basin during a period of TWELVE (12) months (including monsoon break)**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. Eligible and interested parties are invited to submit their most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For ready reference of prospective bidders, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

IFB No./ Tender No.	CEG4766P21
a. Type of IFB	Single Stage Two Bid System
b. Bid Closing Date & Time	As mentioned in Online e-tender portal
c. Bid (Technical) Opening Date & Time	As mentioned in Online e-tender portal

d. Priced Bid Opening Date & Time	Will be intimated to the eligible Bidders nearer the time.
e. Bid Submission Mode	Bid to be uploaded online in OIL's e-procurement portal.
f. Bid Opening Place	Office of the Executive Director (KGB&BEP), Oil India Ltd., KG Basin Project D.NO.11-4-7 Nookalamma Temple Road Ramarao Peta, Kakinada, Andhra Pradesh-533004, India
g. Bid Validity	120 days from Bid Closing date
h. Mobilization Time	90 days
i. Bid Security Amount	INR 1,35,58,115.00 or US\$ 181,404.00
j. Bid Security Validity	150 days from bid closing date
k. Amount of Performance Security	10% of estimated contract value
l. Validity of Performance Security	Up-to 3 months from date of completion of contract
m. Duration of the Contract	Acquisition, Processing and Interpretation of 2D seismic data as per tendered volume to be completed within Twelve (12) months (including monsoon period as applicable for acquisition) from the date of commencement of contract with early termination clause.
n. Quantum of Liquidated Damage for Default in Timely Mobilisation/ Completion	Refer clause No. 17.0 of General Conditions of Contract (Part-3, Section-I)
o. Bids to be addressed to	Executive Director (KGB&BEP), Oil India Ltd., KG Basin Project D.NO.11-4-7, Nookalamma Temple Road Ramarao Peta, Kakinada Andhra Pradesh-533004, India
p. Pre-Bid Conference Date and Venue	05.08.2020 at 15:00 hrs (IST) at OIL's Project Office in Kakinada
q. Last Date of receipt of Queries	04.08.2020 up to 17:30 Hrs (IST)
r. Integrity Pact	Must be digitally signed and uploaded along with Techno-commercial Bid
s. Tender fee	Nil

3.0 Pre-Bid Conference: A Pre-Bid conference is scheduled on **05.08.2020 at 3.00PM (IST)** in OIL's KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India **to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender.** Foreign bidder may also request OIL for an invitation letter, if required, for the purpose of visa for attending the conference. At the most 2 (two)

representatives from each prospective bidder shall be allowed to participate in the Pre-Bid conference. All costs for attending the Pre-Bid conference shall be to prospective bidders' account. Prospective bidders may also attend the Prebid conference through Webex meeting in view of the prevailing COVID pandemic situation for which necessary arrangements will be made nearer the time.

4.0 **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.

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

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

5.1.1 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.

5.1.2 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 is not responsible.

5.1.3 The authenticity of above digital signature shall be verified through authorized CA after Bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the Bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

5.2 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 enlistment system in E-Portal.

5.3 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled Bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

5.4 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 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.

5.5 Micro and Small Enterprise (MSE)s are exempted from submission of bid security. 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 MSME. 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.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit 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 & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhar Memorandum or registration with any other body specified by Ministry of MSME

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 Entrepreneur should also be enclosed.

5.6 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's Bid portal to view the available open tenders. **The detailed guidelines are available in OIL's Bid procurement site (Help Documentation).** For any clarification in this regard, Bidders may contact e-tender support cell at Duliajan at **erp_mm@oilindia.in**, Ph.: **+91-374-2804903/+91 -374-2807178/7192/7171**.

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

5.8 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 online Payment can be viewed at Oil India's website at URL <http://oil-india.com/pdf/ETenderNotification.pdf>).

5.9 The link to OIL's e-procurement Portal has been provided through OIL's web site (www.oil-india.com).

6.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

6.1 The prospective Bidders shall submit their queries/clarifications against the tender through e-mail / Fax /Courier addressed to Executive Director (KGB&BEP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India and such queries must reach OIL's KG Basin Project office at Kakinada latest by 04.08.2020. OIL shall provide clarifications on the date of Pre-Bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries / Clarifications against the tender received after **04.08.2020** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office. A soft copy of the queries in the word file shall also be submitted by the parties.

6.2 Clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the Pre-Bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the Pre-Bid conference and the non-compliant Bid (s) shall be rejected outright against this tender.

7.0 **IMPORTANT NOTES:**

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

i) The Bid along with all supporting documents must be submitted through OIL's e-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to Executive Director (KGB&BEP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India

- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the Bid.
- d) Any other document required to be submitted in original as per tender requirement.

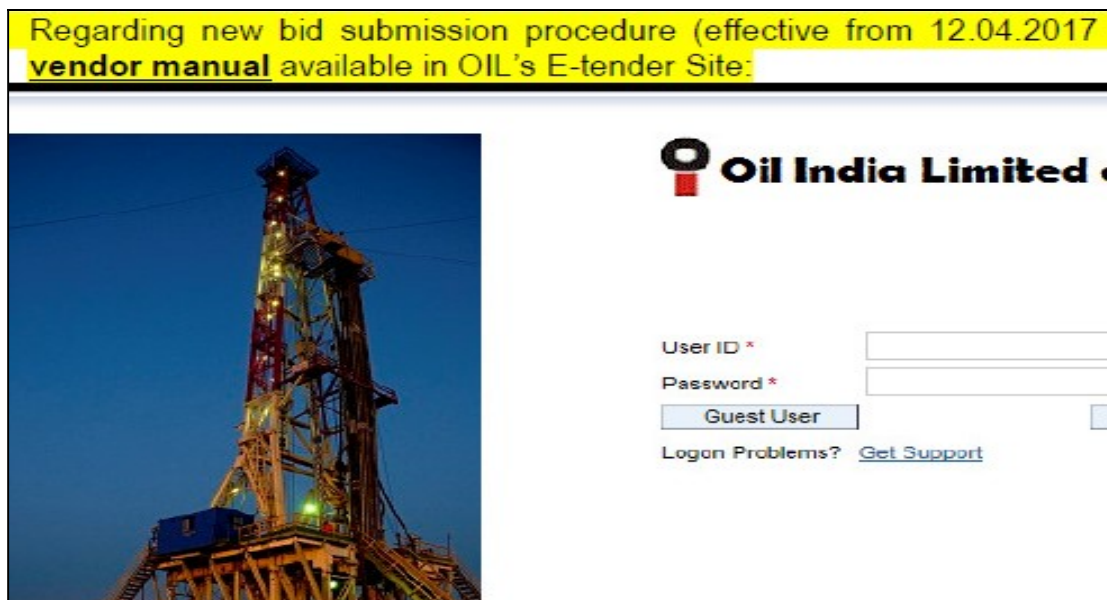
The above documents including the Original Bid security, must be received at OIL's office of Executive Director (KGB&BEP) at Kakinada on or before 11.00 Hrs (IST) on the Bid Closing date failing which the Bid shall be

rejected. A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's e-procurement site.

ii) Bid should be submitted online in OIL's e-procurement site before 11.00 AM (IST) (Server Time) of the Bid closing date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the Executive Director (KGB&BEP) in presence of the authorized representatives of the Bidders.

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

iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM (QCBS). The Bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-procurement portal within the Bid Closing Date and Time stipulated in the e-tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced Bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given in the "Instruction to Bidder for Submission" file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Part-2, (III)-Commercial Criteria.**



Please do refer "NEW INSTRUCTION TO BIDDER FOR SUBMISSION" for the above two points and also please refer "New Vendor Manual (effective 12.04.2017)" available in the login Page of the OIL's E-tender Portal. A screen shot in this regard

is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria

Go to this Tab "Notes and Attachments" for uploading "Price Bid" files

Go to this Tab "Technical Attachment" for uploading "Technical Bid"

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

Note:

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

v) 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". As per the existing process, Bidders must upload their pricing as per the "Price Bid" – Proforma-B under "Notes & Attachment" and additionally to fill up the online field "Total Bid Value" under Tab Page **"RFX Information"** 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
 RFX Owner BHARALI Total Value 0.00 INR

RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

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 Price" RFX only.
- "Total Bid Value" considering all the taxes & duties.

The "Total Bid Value" as entered by the Bidder in the online 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 Proforma-B.

vi) **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.

vii) **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.

viii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/

cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. **Undertaking of authenticity of information/documents submitted as per Annexure-C should be submitted along with the technical bids.**

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

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(MVVS Murty)
Chief General Manager (C&P)
for Executive Director (KGB&BEP)

Date: 24.07.2020

PART - 1
INSTRUCTIONS TO BIDDERS

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

1.1 Bidders are advised to have a thorough understanding of the area, fair weather slot, weather conditions, working culture in the coastal area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder's account. The bidders shall be deemed, prior to submitting their bids, to have satisfied themselves all the above aspects and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders (Part-1)
- (c) Bid Evaluation Criteria (Part-2)
- (d) General Conditions of Contract (Part-3, Section-I)
- (e) Scope of Work/Terms of Reference/Technical Specification (Part-3, Section-II)
 - i) Appendix-A: Specifications of 2D seismic data acquisition
 - ii) Appendix A2: Specifications of Seismic Data Processing
 - iii) Appendix A2.1: Specifications of Seismic data Interpretations.
 - iv) Appendix A3: HSE Exhibit
 - v) Appendix B: Technical details of equipment/ personnel/ experience in Data acquisition
 - vi) Appendix C: General Information (to be submitted in respect of each vessel)
 - vii) Appendix D: Form RSEE (to be submitted after award of contract)
 - viii) Appendix E: Maps of S1 & S2 Areas
 - ix) Appendix F: Daily Progress Report (2D Seismic Data Acquisition)
 - x) Appendix G: Consolidated Daily Reports for the month

- xi) Appendix H: Deliverables
- xii) Appendix I: Vessel Acceptance certificate
- xiii) Appendix J: Completion certificate
- xiv) Appendix K: Demobilization Certificate
- xv) Appendix L: Format for Bathymetric Data
- xvi) Appendix M: Format for Meteorological Data
- xvii) Appendix N: Data Load Sheet
- xviii) Appendix O: Confidentiality Agreement

- (f) Special Conditions of Contract (Part-3, Section-III)
- (g) Schedule of Services / Schedule of Rates (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import (Proforma-A)
- (i) Price Bid Format (Proforma-B)
- (j) Bid Form (Proforma-C)
- (k) Statement of Compliance (Proforma-D)
- (l) Bid Security Form (Proforma-E)
- (m) Performance Security Form (Proforma-F)
- (n) Contract Form (Proforma-G)
- (o) Proforma of Letter of Authority (Proforma-H)
- (p) Authorisation for Attending Bid Opening (Proforma-I)
- (q) Performance Security Form for Ultimate Parent/Supporting Company (Proforma – J)
- (r) Integrity Pact (Annexure-A)
- (s) Format for Certificate of Annual turnover & Net Worth (Annexure– B)
- (t) Undertaking of authenticity of information/documents submitted (Annexure-C)
- (u) Format for Line of Credit from Scheduled Commercial Bank (Annexure-D)
- (v) Declaration by bidder regarding concurrent commitment (Annexure-E)
- (w) Format of Agreement between Bidder and Parent/100% owned Subsidiary Company (Attachment – I)
- (x) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (y) Format of Agreement between Bidder and Sister Subsidiary/Co-subsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary / Co-Subsidiary (Attachment –III)
- (z) Parent/Ultimate Parent/Holding Company's corporate guarantee towards financial standing (Attachment-IV)
- (aa) Proforma of Bank Guarantee towards Purchase Preference – Local Content (Enclosure-B)
- (ab) Calculation of Local Content –Service (Enclosure –III)
- (ac) Checklists -1, 2A, 2B, 2C, 2D and 3

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

3.0 TRANSFERABILITY OF BID DOCUMENTS

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

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

4.0 AMENDMENT OF BID DOCUMENTS

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

4.2 The Addendum will be uploaded in OIL's e-tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". The Company may, at its discretion, extend the deadline for Bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their Bid or for any other reason. **Bidders are to check from time to time the e-tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the Bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

B. PREPARATION OF BIDS

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

5.1 BIDDER'S/AGENT'S NAME & ADDRESS

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

6.0 DOCUMENTS COMPRISING THE BID

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

(A) TECHNICAL BID

- (i) Complete technical details of the services & equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.

- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.14 hereunder.
- (iv) Copy of Bid-Form **without** indicating prices in Proforma-C
- (v) Statement of Compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported **without** the CIF values.
- (vii) Copy of Priced Bid **without indicating prices** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A, attached with the Bid document to be digitally signed by the Bidder.
- (ix) Undertaking of authenticity of information/documents submitted (Annexure-C)
- (x) Technical details of Equipment/Personnel/Experience in Data Acquisition as per Appendix-B
- (xi) General Information of each Vessel as per Appendix-C
- (xii) Checklists 1, 2A, 2B, 2C, 2D and 3 duly filled

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

(B) PRICED BID

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

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

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

7.0 BID FORM

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

8.0 BID PRICE

8.1 Prices must be quoted by the Bidders online as per the price Bid format available in OIL's e-tender Portal in “Notes & Attachment” Tab. Unit prices must be quoted by the Bidders, both in words and in figures.

8.2 Prices quoted by the successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 All duties (~~except basic customs duty which will be borne by the Company~~) and taxes including Corporate Income Tax, Personal Tax, Customs Duty, Octroi/Entry Tax other Cess/levies etc. except Goods and Service Tax (GST) payable by the successful

Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the Bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the Bidder.

8.4 **Customs Duty:** The services under this Contract shall be carried out in the areas for which Customs Duty on goods/equipment/tools to be imported shall be applicable on merit. **Company will not issue any recommendatory letter for essentiality certificates against this contract.** The seismic vessel, equipment, accessories, tools etc. have to be imported by successful bidder on payment of applicable custom duties including IGST, cess etc. on their CIF assessed values.

The acquisition of 15,000 LKM of 2D seismic data is planned to be carried out in one field season and completed by May 2021 and prospective bidder is at liberty to deploy more than one vessel to meet the timelines on payment of applicable customs duties. Duty drawback benefit on custom duty payment will be available to the contractor as per relevant notifications on demobilisation. Bidders are required to consider the involvement of Custom duty, IGST, Cess and duty drawback while quoting their rates in Price Schedule.

The seismic survey vessel(s) are required to be imported through Indian customs by successful bidder on payment of applicable duties and contractor should make necessary arrangements for importing seismic vessel(s) to Indian waters in their name. Clearance of goods through Indian Customs authority and all related expenditure on imported goods including customs duty, port rent, demurrage etc. as applicable will exclusively rest on the Contractor. Prospective bidders are advised to consult their custom agents in India in this regard for the exact position.

9.0 CURRENCIES OF BID AND PAYMENT

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

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

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

11.0 BID SECURITY

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

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT/Tender vide **Proforma-E** or online payment through OIL's e-portal in or an irrevocable Letter of Credit (L/C) from any of the following Banks –

- i) 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
- ii) 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
- iii) 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.

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.

Note: Bid Security in the form of DD/Cheque/Cashier Cheque or any other mode will not be acceptable.

11.3 Bidders can submit Bid Security online through OIL's electronic Payment Gateway.

11.4 Bank Guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted.

11.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., e-mail address and Branch Code.

11.6 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

11.7 The Bank Guarantee should be enforceable at all branches of the issuing Bank within India and preferably at Kakinada, Andhra Pradesh, the place of issuance of tender.

11.8 Any Bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

11.9 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the Bidder's cost.

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

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

11.12 The Bid Security may be forfeited, if:

- i) The Bidder withdraws the Bid within its original/extended validity.
- ii) The Bidder modifies/revise their Bid Suo-moto.
- iii) Bidder does not accept the order/contract.
- iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid security shall be forfeited after due process in addition to other action against the Bidder.

11.13 In case any Bidder withdraws their Bid during the period of Bid validity, Bid Security will be forfeited and the party shall be put in the Holiday List for a period of 6 months to two(02) years as the case may be as per Company's Banning Policy(available in OIL website).

11.14 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by Bidder along with the Technical Bid in the "Technical Attachment" of OIL's e-portal.** The original Bid Security shall be submitted by Bidder to the office of **Executive Director** r (KGB&BEP), OIL INDIA LIMITED, KG Basin Project Office at D. No. 11-4-7 Nookalamma Temple Road, Ramarao Peta, Kakinada, Andhra Pradesh-533004, India in a sealed envelope which must reach the

office on or before 11.00 Hrs (IST) of the Bid Closing date. The envelope must be superscribed with “Bid Security”, IFB No., Description of Services & Bid Closing Date.

11.15 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.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY

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

12.2 If the Bidder is a Micro or Small Enterprise (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also 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 MSME. 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.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit 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 & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhar Memorandum or registration with any other body specified by Ministry of MSME

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 Entrepreneur should also be enclosed.

13.0 PERIOD OF VALIDITY OF BIDS

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

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

C. SIGNING & SUBMISSION OF BIDS

14.0 SIGNING OF BID

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by Bidder as mentioned in Para 15.1 below.

In case the digital signature is not of "Class-3" with organization name, the Bid will be rejected.

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

14.2 The original and all copies of the Bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.

14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and

hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

14.4 Any physical documents submitted by Bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

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

15.0 SUBMISSION OF BIDS

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

However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the "IFB No., Brief Description of services and Bid Closing/Opening Date & Time along with the Bidder's name" and should be submitted to Executive Director (KGB&BEP), Oil India Ltd., KG Basin Project, Door NO. 11-4-7, 3rd Floor, Nookalamma Temple Street, Ramarao Peta, Kakinada 533004, Andhra Pradesh, India on or before 11.00 Hrs(IST) on the Bid closing date indicated in the IFB:

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

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

15.2 All the conditions of the contract to be made with the successful Bidder are given in various Sections of the Bid Document. Bidders are requested to state their compliance to each clause as per **Proforma-D** of the Bid document and in case of non-compliance, if any, the same to be highlighted in the **Proforma – D** and the same should be uploaded along with the Technical Bid.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the Bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

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

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE

Foreign Bidders shall clearly indicate in their Bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas Bidder is having an Agent/Representative/Retainer/Associate in India, the Bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of Bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular Bid.

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

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

17.0 DEADLINE FOR SUBMISSION OF BIDS

17.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their Bid/quote after the Bid submission deadline is reached.

17.2 No Bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 11.00Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

19.0 MODIFICATION AND WITHDRAWAL OF BIDS

19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

19.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and Bidder shall also be debarred from participation in future tenders of OIL and shall be put in the Holiday List for a period of six (06) months to two (02) years as the case may be as per Company's Banning Policy.

20.0 EXTENSION OF BID SUBMISSION DATE

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.

21.0 BID OPENING AND EVALUATION

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

“Technical Attachment” will be opened. Bidders therefore should ensure that technical Bid is uploaded in the “Technical Attachment” Tab Page only in the e-portal.

21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

21.4 At Bid opening, Company will announce the Bidder's names, written notifications of Bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

21.4.1 Company shall prepare, for its own records, minutes of Bid opening including the information disclosed to those present in accordance with the sub-clause 21.4.

21.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

21.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each Bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

21.9 The Company shall perform Technical evaluation of the responsive Bid(s) on the basis of **Section II ‘Terms of Reference/Scope of Work/ Technical Specification’** and **Part-2 ‘Bid Evaluation Criteria’**. Pursuant to Clause 21.0, the Company shall determine the successful Techno-commercial Bid(s) for Price Bid opening.

22.0 OPENING OF PRICED BIDS

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

22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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

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

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

24.1 **DISCOUNTS / REBATES:** Unconditional discounts/rebates, if any, given in the Bid will be considered for evaluation.

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

24.3 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.

24.4 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.

24.5 **REPATRIATION OF RUPEE COST:** In respect of foreign party's rupee payments made on the basis of the accepted rupee component of their Bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

25.0 CONTACTING THE COMPANY

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

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

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA

26.1 The Company will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as having the highest evaluated Bid score under QCBS criteria, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

27.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID

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

28.0 NOTIFICATION OF AWARD

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

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

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

29.0 PERFORMANCE SECURITY

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

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

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

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

The domestic Bidders will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

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

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

29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

30.0 SIGNING OF CONTRACT

30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.

30.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful Bidder shall remain binding amongst the two parties.

30.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be put in the Holiday List for a period from six (06) months to two (02) years as the case may be as per Company's Banning Policy.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS

31.1 If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.

32.0 CREDIT FACILITY

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

33.0 MOBILISATION ADVANCE PAYMENT

33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

33.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

34.0 INTEGRITY PACT

34.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **Annexure-A** of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be uploaded 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 have been signed by the Bidder's authorized signatory who has signed the Bid. **If any Bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their Bid shall be rejected straightway.**

34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd.), Shri Jagmohan Garg, Ex-Vigilance Commissioner and Shri Rudhra Gangadharan, IAS (Retd.) as Independent External Monitors (IEM) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri. Sutanu Behuria, IAS (Retd.), Email: Sutanu2911@gmail.com
2. Shri Jagmohan Garg, Ex Vigilance Commissioner, CVC, e-Mail ID: jagmohan.garg@gmail.com
3. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture, e-Mail ID: rudhra.gangadharan@gmail.com

35.0 LOCAL CONDITIONS

35.1 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 by the bidder that such conditions, factors and legislation have been properly investigated and considered and satisfied 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.

35.2 **SITE VISIT:** The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work.

The Contractor shall be deemed prior to Pre-Bid Conference (if applicable) & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;

- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document;
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

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

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

- 37.1 OIL shall allow Purchase Preference Policy - linked with Local Content (PP-LC) notified vide letter no. FG-20013/2/2017-FP-PNG dated 07.10.2019 of MoP&NG in this tender. Bidders seeking benefits under this Policy (linked with Local Content) (PP-LC) shall have to comply with all the relevant provisions and shall submit relevant undertakings/documents applicable for this policy as specified below:
- 37.2 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 EMD exemption 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. Tenders involving eligible/qualified MSME Vendors as well as LC Vendors, preference regarding placement of order shall be accorded to MSME Vendors in line with Public Procurement Policy over PP-LC Policy.
- 37.3 Bidders seeking Purchase Preference under PP-LC Policy shall be required to meet / exceed the target of Local Content (LC) as on the date of NIT issued by OIL and mandated vide Enclosure-I to the policy notification (Letter No. FP-20013/2/2017-FP-PNG dated 07.10.2019 including the latest amendment thereto, if any).
- 37.3.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

"We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. 15% (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 _____%".

- 37.3.2 **In cases of procurement for a value in excess of Rs.10 crores;** above undertaking shall be supported by the following certificate from Statutory Auditor

engaged by the bidder or Cost Auditor of the company (in the case of companies) or from a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies), on the letter head of such Statutory Auditor etc.

“We _____ the statutory auditor (or as the case may be) 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 as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL’s Tender No. _____ by M/s _____ (Name of the bidder).

The percentage of local content in the bid is _____ %”.

NOTE: In case of foreign bidder, certificate (with regard to the fulfilment of minimum mandatory local content requirement) 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 Auditors or Cost auditors, certificate from practicing cost accountant or practicing Chartered Accountant in India or practicing cost accountant in India shall also be acceptable.

37.3.3 At the bidding stage the bidder shall provide undertaking, certificate as per provisions under clause 37.3.1 and 37.3.2 above.

Sample format for calculation of LC may be seen in Enclosure-III of PP-LC Policy. 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 bidder in the e-procurement portal in case of e-tender.

37.4 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) bidder, other things being equal. Accordingly, Purchase Preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

37.4.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match with 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 shall be made to the lowest evaluated TA/CA (Techno-Commercially Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

~~37.5 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.~~

~~37.5.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.~~

~~37.5.2 When the tendered goods/services cannot be divided in the exact ratio of 50% / 50%, then OIL reserves the right to award on lowest eligible PP LC bidder for quantity not less than 50%, as may be divisible.~~

For example:

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

~~OR~~

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

37.6 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.

37.7 All terms used herein above shall be interpreted/governed by the definitions provided at para 2.0 of the policy document notified by MoPNG vide letter No. FP-20013/2/2017-FP-PNG dated 07.10.2019.

37.8 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.

37.9 Determination of LC:

37.9.1 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.

37.9.2 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

37.9.3 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 facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

37.9.4 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.

37.10 Calculation of LC and Reporting

37.10.1 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.

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

37.11 Certification and Verification

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

37.11.1.1 **At bidding stage:**

- a) Local Content:
 - (i) The bidder shall provide the percentage of Local Content in the bid as per provisions under clause No. 37.3.3 above.
 - (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. 37.3.1 from the authorized signatory of bidder having the power of Attorney alongwith the techno-commercial bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

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

Statutory Auditor or Cost Auditor of the company (in the case of companies) or from a practising Cost Accountant or practicing Chartered Accountant (in respect of other than companies) giving the percentage of local content as per clause No. 37.3.2.

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.

- ii. The Bidder shall submit undertaking alongwith the techno-commercial bid categorically confirming that in the event of an order under PP-LC, they will furnish additional bank guarantee pursuant to clause No. 37.12.5 below.

37.11.1.2 After Contract Award:

- a) The bidder shall submit an undertaking from the authorized signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. **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 Statutory Auditor or Cost Auditor of the company (in the 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.

- b) Bidder must submit Additional Bank Guarantee pursuant to clause No. 37.12.5 within 30 days of award of contract under PP-LC.

37.11.2 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.

37.11.3 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 purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the

supplier shall indicate how the local content requirement would be met in the subsequent stages.

37.11.4 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.

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

37.12 Sanctions:

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

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

37.12.3 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.

37.12.4 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.

37.12.5 In pursuance of the clause No.37.12.4 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 (as per format attached as **Enclosure-B**) equivalent to the amount of PBG.

38.0 PURCHASE PREFERENCE TO MICRO AND SMALL BIDDERS

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

38.2 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.

38.3 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.

38.4 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.

Note: The tendered services cannot be procured from multiple sources and are absolutely non splitable / non-dividable.

39.0 The User Manual provided on the e-portal on the procedure 'How to create Response' for submitting offer may be referred for guidance.

END OF PART – 1

PART – 2
BID EVALUATION CRITERIA (BEC)

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

I. TECHNICAL EVALUATION CRITERIA:

1.0 The Bidders must meet the following marine seismic data acquisition, processing and Interpretation experience criteria:

(i) Bidders must have successfully completed either 3D or 2D marine Broadband Seismic Surveys, with a minimum cumulative total of 15,000 LKM (equivalent LKM as defined in note below under 1(i) for 3D Bidders) in the last **seven (07)** years, reckoning the period from the original bid closing date of the tender. Bidders must submit documentary evidence in support of their experiences as under:

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 like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

Note: For technical evaluation, pertaining to clause no. 1.0 (i) above, acquisition of One (1) SQ. KM of 3D marine seismic data will be considered equivalent to acquisition of forty (40) LKM of 2D marine seismic data. In the instant case, if a bidder has acquisition experience of only 3D marine Seismic Surveys, then minimum cumulative acquisition experience requirement is 375 Sq.Km. in the last **seven (07)** years, reckoning the period from the original bid closing date of the tender.

(ii) Seismic Vessel requirement criteria for Bid evaluation:

- a) Bidder may offer any number of vessels with appropriate streamer of 10,000 m length, and source as per tender specification. The offered 2D Seismic vessel should have at least completed 2D marine seismic data acquisition of 15000 LKM in previous 7 years reckoned from the original bid closing date. If the bidder is offering a 3D vessel then the offered 3D Seismic vessel(s) should have

at least completed 3D marine seismic data acquisition of 375 Sq.Km. in previous seven (07) years to be reckoned from the original bid closing date.

In case the Bidder proposes deployment of additional 3D or 2D Seismic vessel(s), the additional vessel(s) should also have completed at least 15,000 LKM of 2D or 3D equivalent SKM as defined above seismic data acquisition in previous seven (7) years to be reckoned from the original bid closing date.

- b) In case the offered vessels are not owned by the bidder and are hired/ leased from other companies, MOU/ Hire or Lease Agreement valid throughout the contract period from the owner of the vessel(s) has to be submitted by the bidder along with techno-commercial bid stating that the particular offered vessel(s) (not owned by the bidder) will be available against this particular tender/ work on award of the contract. Certificate of Registry of the offered vessel to be submitted along with technical bid to establish the ownership of the vessel offered.
- c) The number of suitable short-listed seismic vessels out of the offered vessels will be communicated to the successful Bidders before the price bid is opened. Out of the shortlisted vessels, the bidder must confirm the availability of the vessel(s) required against this tender at least one day prior to opening of price bid. The Bidders will have to ensure deployment of seismic vessel out of short-listed vessel(s) only. In case the bidder is unable to provide any of the offered vessels because of prior engagement of vessels, bid will not be considered and bid security will be forfeited. In such case, the bidder will be debarred from participation in similar tenders of OIL for next two years.
- d) Vessel(s) offered by the bidder should fully comply with the technical specifications outlined in **Scope of Work, Section II** of the tender document and Bidder should be able to provide the services as mentioned in the scope of work of the tender document. Contract will be awarded immediately after finalization of the tender and successful bidder shall furnish requisite performance security deposit within 3 weeks of notification as per procedure laid down in tender document.
- e) The bidder shall submit a certificate along with the un-priced bid, that the vessel(s) offered by the bidder:
- Have statutory certificates
 - Meet the class requirement at all the times.
 - Comply with IMO codes
 - Have a minimum residual life to cover the stipulated contract period,
- f) In addition to above bidders are required to submit a copy of following statutory certificates along with un-priced bid:
- Certificate of Registry
 - Certificate of class

- g) In case of expiry of period of validity of the above certificates within the contract period, bidder shall give an undertaking stating that the same shall be renewed and kept valid throughout the period of the contract. Certificate of Registry or nationality certificate and continuous synopsis record (CSR) to be provided if ownership of the vessel is changed. Nationality certificate or the CSR, if provided should list the current ownership details.
- h) The date of issue of certificates will be considered for evaluation of the age of the vessel. In case the vessel has been re-registered under a new name or flag, the 'first certificate of registry' would be considered for evaluation of age of the vessel. The age of the offered vessels shall be less than 24 years on the date of original bid closing date of this tender.
- i) The bidder is required to submit undertaking along with the techno-commercial (un-priced) bid that Vessel offered complies with DG Shipping development circular No 1 of 2008 dated 25.04.2008 (including amendments) relating to revised guidelines for chartering of vessels
- j) Necessary documentary evidence to indicate their experiences in 3D Seismic and 2D seismic data acquisition, duration and no. of projects etc. must be submitted along with the technical bid, otherwise the bid will be rejected.
- k) Vessels(s) offered by the bidder should fully comply with technical specifications outlined in tender document and bidder should be able to provide the services as mentioned in the scope of work of tender document
- l) Operation Plan: The Bidder should submit operation plan indicating mobilization schedule and data acquisition schedule as per the stipulated time schedule

(iii) Seismic Data Processing experience criteria for Bid evaluation:

Bidder must have state-of-the-art processing capabilities to carry out detailed seismic data processing works. The bidder must have experience in seismic data processing and completed Processing of 2D marine Seismic data having minimum cumulative total of 15,000 LKM OR 3D seismic data processing of 375 SQ.KM. including Pre-stack Time Migration (Pre-STM) Imaging and Pre-stack Depth Migration (Pre-STM) Imaging in last seven (7) years, reckoning the period from the original bid closing date of the tender.

In case the bidder does not have the required capabilities in terms of experienced manpower and / or hardware and / or software, the bidder may choose to have a technical collaboration/MOU with a party, with a track record of successfully delivering the project or form a JV/Consortium with a party technically capable of doing the required seismic data processing jobs and meeting above mentioned experience criteria vide clause 1.0 (iii).

Bidders must submit documentary evidence in support of their experiences as under:

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 like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

(iv) Seismic data Interpretation experience criteria for Bid evaluation:

Bidder must have state-of-the-art interpretation capabilities consisting of hardware and software (preferably Petrel Geoscientific seismic data interpretation software) to carry out detailed seismic data interpretation works. The bidder must have experience in wide range of seismic data interpretation, especially deep-water interpretation and completed Interpretation of 2D marine Seismic data having minimum cumulative total of 15,000 LKM OR 3D seismic data processing of 375 SQ.KM. including Deep-Water interpretation in last seven (7) years, reckoning the period from the original bid closing date of the tender.

In case the bidder does not have the required capabilities in terms of experienced manpower and / or hardware and / or software, the bidder may choose to have a technical collaboration/MOU with a party with a track record of successfully delivering the project or form a JV/Consortium with a party, technically capable of doing the required seismic data Interpretation job and meeting above mentioned experience criteria vide clause 1.0 (iv).

Bidders must submit documentary evidence in support of their experiences as under:

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 like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

2.0 Indian Company/Indian Joint Venture Company as bidder: In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint venture partner must meet the criteria under clause 1.0 above. However, the Indian Company/Indian Joint Venture Company must meet the financial turnover criteria.

- i. Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on

works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above.

- ii. Indian Companies/Joint Venture Companies: Indian bidders whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening. Bidder must submit along with their technical bid Memorandum of Understanding (MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.
- iii. MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- iv. The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas bidder, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

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

- A. The leader of the consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding (MOU) between the consortium members duly executed by the CEOs or authorized representative of the consortium members, should be addressed to Company, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of the consortium and also authorizing the leader for signing and submission of Bid on their behalf. 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 extension, if any. The following provisions should also be incorporated in the MOU executed by the members of the consortium:
 - (i) Only the leader of the consortium shall buy the bid document and submit bid on behalf of the consortium. The other members of the consortium shall ratify all the acts and decision of the Leader of the Consortium, which are

taken in connection with and/or during the evaluation of the tender and execution of the contract.

- (ii) 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 name & address of consortium members. Similarly, the performance security shall be in the name of the leader on behalf of the consortium.
- (iii) 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.
- (iv) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium /joint venture members.
- (v) Payment shall be made by OIL only to the leader of the consortium towards fulfillment of the contract obligation.
- (vi) In case of consortium bids, the bid shall be digitally signed by the authorized representative of the leader of the 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, if the same is not mentioned in the MOU submitted along with the bid.
- (vii) Document/details pertaining to qualification of the bidder of document attached with the bidding documents 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.
- (viii) **Constitution of consortium:** If during the 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 knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (ix) **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.

- (x) 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/Subsidiary/Co-Subsidiary/Sister subsidiary will be rejected.
- (xi) The consortium partners should satisfy the experience criteria as per Clause 1.0 above in their respective domain.
- (xii) 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.
- (xiii) 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.

2.2 **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 1.0 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 **Attachment-I**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Attachment-II**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

2.3 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:** Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 1.0 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both either directly owned 100% subsidiaries of an ultimate parent /holding company or 100% owned through intermediate 100% subsidiaries of an ultimate parent/holding company. The bidder must submit duly notarised valid document(s) establishing the legal relation amongst sister/co-subsidiary, bidder and the ultimate Parent Company to the full satisfaction of the Company with detail shareholding pattern. The Company reserves the right to reject a bid if the documents are not found sufficient or satisfactory or proper to establish the required criteria of 100% subsidiary.
- (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience, criteria laid down in clause 1.0 above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **Attachment-III**, between them, their ultimate parent/holding company, along with the technical bid.

2.4 In both the situations mentioned in 2.2 and 2.3 above, following conditions are required to be fulfilled/documents to be submitted:

- i) Undertaking by Supporting Company or Ultimate Parent Company to provide a Performance Security (as per format and instructions enclosed at Proforma - J), 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 1961 of India.
- ii) Undertaking from the supporting company / ultimate parent company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

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

2.5 Any party who is extending support by way of entering into consortium/collaboration agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation

both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

- 2.6 Joint venture partnership / collaboration, with a firm bidding as an independent identity against this tender, will not be accepted.
- 3.0 The bids will be technically evaluated based on the requirements furnished in Part-3, 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.
- 4.0 The years of experience required for key personnel are specified in **Scope of Work, Section II, Part-3** and bidder must give an undertaking to provide the key personnel as per the same. Bids shall be rejected if the key personnel offered do not meet the specified requirement.
- 4.1 Bidder must submit detailed Bio-data of all 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, processing and interpretation. 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.
- 5.0 **Mobilization:**
The bidder shall complete mobilization as per Scope of Work (Section II) within 90 days after LOA and should also submit mobilization and completion of work plan within stipulated time schedule in Scope of Work (Section II). In case, the last date of scheduled mobilization of 90 days falls within non-operating period, the mobilization date would be extended up to end of monsoon break. **Mobilisation and de-mobilization charges shall be paid only for one seismic vessel one time only during the period under this contract.**

The Bidder is required to start the processing of the seismic data **within 10 days** of completion of seismic data acquisition of the 2D line in the respective area. If required, Bidder may initiate pre-processing jobs prior to completion of Data Acquisition of any area. However, this will be limited to data loading, Geometry update, QC, update of Navigation data, editing of the acquired seismic data, initial velocity picking, initial testing etc. of the lines/swaths on which data acquisition has completed. No processing parameter approval is sought before availability of entire seismic data for the respective area.

The bidder is also required to start the interpretation of seismic data within five (5) days of the completion of the processing of an area. The completion of the processing means that the data is fully processed seismic data (in all aspect) and

is ready for interpretation. The bidder however can get familiar with the area geology, structuration, tectonics, stratigraphy, drilled wells and results, and other geological parameters which will help them during the seismic data interpretation.

Company reserves the right for physical inspection of hardware and software resources and personnel prior to start of seismic data processing and seismic data interpretation at their seismic data processing centre and seismic data interpretation centre respectively. Any delay in mobilization period as specified shall attract liquidity damage as per the LD clause in tender document.

II. FINANCIAL EVALUATION CRITERIA:

1.0 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 113.08 Cr (or USD 15.13 Million)**.

2.0 In case the Bidder is a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 1.0 above. Other Consortium members individually shall have to meet the minimum financial turnover criteria of **INR 56.54 Cr Crores (or US\$ 7.57 million)**, as per immediate audited financial year result.

3.0 **Net worth** of bidder should be minimum **INR 33.92 Cr or USD 4.54 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 equal to or more than **INR 33.92 Cr or USD 4.54 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".

3.2.1 **Working Capital:** The Bidder should have minimum working capital equal to **INR 33.92 Cr or USD 4.54 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 33.92 Cr or USD 4.54 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 vide **Annexure-D**.

Note: Working Capital shall mean “Current Assets minus Current liabilities” as per latest year’s audited consolidated annual Financial Statements.

3.2.2 **Bid Capacity:** The bidding capacity of the contractor should be equal to or more than the **INR 226.16 Cr or USD 30.26 Million** of the work put to tender. 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 **Annexure-E**.

3.2.3 **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.

3.3 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.

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

Notes:

(a) For proof of annual turnover & net-worth any one of the following documents must be submitted along with the bid: -

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

OR

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

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

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

3.4 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 Certificate authenticated by CA is to be submitted by the Bidder regarding converted figures in equivalent INR or US\$.

4.0 In case the Bidder is subsidiary company (should be 100% owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits its bid based on the strength of parent/ultimate parent/holding company, then following documents need to be submitted.

- i) Turnover of the parent/ultimate parent/holding company should be in line with Para II.1.0 above.
- ii) Net Worth of the parent/ultimate parent/holding company should be positive.
- iii) Corporate Guarantee (**as per Attachment -IV**) on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.
- iv) Document of subsidiary company being 100% owned subsidiary of the parent/ultimate parent/holding company.

III. COMMERCIAL EVALUATION CRITERIA:

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

1.0 Bids shall be submitted under single stage two-bid system i.e. Technical Bid and Priced Bid separately. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two-bid system.

2.0 Bidder shall offer firm prices. Price quoted by the successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity i.e. less than **120 days** from the bid closing date shall be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's office at Kakinada (KG & BEP Project Office) before bid closing date & time. 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 shall be rejected.

5.0 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 shall be rejected straightway.

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

7.0 The bid documents are not transferable. Bids made by Bidders who have not been issued the bid documents from the Company shall be rejected.

8.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.

9.0 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Bidders, in which case such corrections shall be initialled by the person(s) signing the bid.

10.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract.

11.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.

12.0 Bidders shall quote their price exclusive of GST. The GST amount on the taxable part of the goods/services provided by the Contractor shall be paid by the Company as per provisions of the GST Act.

13.0 Any Bid containing false statement shall be rejected.

14.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" (Proforma – B) of Bid Document; otherwise the Bid will be summarily 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.

15.0 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.

16.0 Bidder must accept and comply with the following clauses as given in the Bid Document in Toto failing which bid will be rejected: –

- i. Performance Guarantee 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& Labour Law Clause
- viii. Termination Clause
- ix. Integrity Pact
- x. Withholding Clause
- xi. Customs Duty Clause**

17.0 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 [except copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder. However, the following documents (in original) should necessarily be submitted in physical form, in a sealed envelope:

- (i) The original bid security and
- (ii) The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.

17.1 The price bids, if any, submitted in physical form against e-procurement tenders shall not be given any cognizance.

18.0 Indian Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application prior to the date of price bid opening.

19.0 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.

IV. GENERAL EVALUATION CRITERIA:

1.0 The Statement of Compliance (enclosed **PROFORMA – D**) should be digitally signed and uploaded along with the Technical Bid (un-priced). In case Bidder takes exception to any clause of Tender Document not covered under BEC, then the Company

has the discretion to load or reject the offer on account of such exception if the Bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the Bidders.

2.0 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 totality must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 Any exception or deviation to the Tender requirements must be tabulated in **PROFORMA-D** of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.

4.0 The Integrity Pact (**Annexure-A**) must be uploaded in OIL's e-procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid.

5.0 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.

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

7.0 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.

V. BID EVALUATION FOR QUALITY AND COST:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria as above will be taken up for further evaluation as per the Price Evaluation Criteria given below.

1.0 The Bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Part-3, Section-IV and the summarized Price Bid Format vide enclosed Proforma-B. Quoted prices must include all liabilities, taxes, customs duties including statutory liabilities but excluding GST which shall be quoted separately in the Price Bid format.

1.1 The lump sum Mobilization Charges quoted by the Bidders (excluding GST) should not exceed **10% (Ten percent)** of the total evaluated Contract value (excluding GST).

Bidder quoting mobilisation charges more than 10% (ten percent) of total evaluated contract value shall be straightway rejected.

1.2 Commercial Bids shall be evaluated taking into account the rates quoted in the **“PRICE BID FORMAT”** as per **PROFORMA-B including quoted GST**. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. The applicable Purchase/Price Preferences are listed in para 5.0 below.

2.0 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.

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

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

2.2 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 into single currency.

3.0 **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.

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

4.1 **DUTY DRAWBACK:** The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should also note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.

4.2 Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported in to India in connection with these operations in **Proforma-A** (enclosed).

5.0 PURCHASE PREFERENCE POLICIES

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

5.1.1 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.

5.1.2 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.

5.1.3 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.

Note: The tendered services cannot be procured from multiple sources and are absolutely non splittable / non-dividable. 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 MSME. 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.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit 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 & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhar Memorandum or registration with any other body specified by Ministry of MSME

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 Entrepreneur should also be enclosed.

5.2 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP-LC):

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

5.2.1 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 Part-1 (ITB)** and shall have to submit all undertakings / documents applicable for this policy”.

5.2.2 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 its rates with that of L-1 bidder. 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.

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

5.2.4 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’.

5.2.5 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 MSME.

NOTES TO BEC/BRC:

1. All supporting documents/information as called for in compliance to various clauses of Bid Evaluation Criteria (BEC) above must be submitted with the Technical Bid, failing which the Bid shall be liable for rejection.
2. These supporting documents must be self-certified/digitally signed by Bidder’s authorized person. Company also reserves the right to verify the original documents.
3. The assigned seismic survey jobs under the contract shall be carried out in Andaman Offshore Area. Bids from such parties shall not be considered for award of contract but rejected outright where restriction is imposed by Government of India (GOI) or due clearance is not granted by DGH/GOI. No correspondence whatsoever shall be entertained in this regard.

END OF PART-2

PART 3
SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "Company" or "OIL" means Oil India Limited;
- (d) "Contractor" means the Contractor performing the work under this Contract.
- (e) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (f) "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.
- (g) "Contractor's items" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Tender Document under Terms of Reference and Technical Specifications.
- (h) "Company's items" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract.
- (i) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall coordination and project management purpose.
- (j) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (k) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 07:00 hrs. and ending at 07:00 hrs.

(l) "Party" means either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively.

(m) "Site" means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.

(n) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

(o) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

(p) "Affiliate" means any Person Which Controls, or is Controlled by, or under common Control with a Party; "Control" in this context means ownership of more than fifty percent (50%) of the shares of a Person and/or the right to appoint majority directors on Board by contract or otherwise.

(q) "Co-venturers" shall mean any co-venturers with the Company from time to time having an interest in either the PSC and/or a Joint and/or associated contracts for the purposes of exploration and production in Operating Contract the Operating Area and on whose behalf the Company would be deemed to have entered into this Contract.

(r) "Operating Months" for seismic survey in this part of India generally means the period from October to May as monsoon break prevails from June to September.

(s) The Field seasons shall imply and be defined as the number of Operating months from October to May as monsoon break prevails generally from June to September in this part of India.

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

2.1 EFFECTIVE DATE OF CONTRACT: The contract shall become effective as of the date Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.

2.2 MOBILISATION/De-MOBILISATION TIME OF THE CONTRACT: Company expect quick mobilization of seismic vessel(s) to be deployed concurrently to commence the work, within 90 days. Contractor must apply for necessary clearances to the different agencies of Government of India and Union Territory of Andaman & Nicobar Islands pertaining to various Licenses (i.e. Radio Communication License), Mobilization of Equipment & Manpower, and Permission to work in Area immediately after issue of Letter of Award (LOA) by Company. In case, the last date of scheduled mobilization of 90 days falls within the non- operating period or in case of early advent of monsoon, Company reserves the right to extend the mobilization date up to end of monsoon break.

Mobilization of seismic vessel shall be deemed to be complete when:

- a) The seismic vessel(s) (out of the vessel(s) proposed for deployment and as confirmed one day prior to price bid opening) is deployed and put on for survey work as per the relevant clause.
- b) Contractor will be required to mobilize seismic vessel(s), out of the above vessels. All the equipments are fully tested, calibrated and put into operation as specified in Appendix "A" of section –II and also acquisition of:

One 2D seismic line (at least 100 LKM) data acquisition is completed in S1 area or S2 Area and accepted by Company's QC representative.

The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. However, time spent on acquisition of minimum production in S1 Area or S2 Area (as defined above) will not be part of mobilization period and payment against the same will be made as per actual in line with Contractor's quoted rate for respective line item.

2.3 DATE OF COMMENCEMENT OF CONTRACT: The date on which the **mobilization is completed in all respects** will be treated as date of Commencement of Contract.

2.4 DURATION OF CONTRACT: The contract shall be valid for a period of **Twelve (12) months** (including monsoon break) from the Date of Commencement of the Contract.

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

3.1 Perform the work described in the Terms of Reference (Part-3, Section-II) in most economic and cost-effective way.

3.2 Except as otherwise provided in the Terms of Reference and the Special Conditions of the Contract, provide all labour as required to perform the work.

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

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

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

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

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (07) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section IV / **Proforma-B**. These rates are payable when the required condition has existed for a full 24 hours' period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

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

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

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR:**

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

5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, Contractor, entirely at his 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 ten (10) days from the date of issuance of notice without affecting the operation of the company.

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

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

6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state-of-the-art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance; which Company may give to the Contractor from time to time.

6.2 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.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

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

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

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

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to

Company on completion of Contractor's performance under the Contract if so, required by Company.

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

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

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

8.0 TAXES:

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

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

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

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

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

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

8.7 All local taxes, levies and duties on imports, purchases and sales made by Contractor (including customs duty and cess) shall be borne by the Contractor.

8.8 **Goods and Services Tax (GST):** The quoted prices should be exclusive of GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. Bidder should take note of the following while submitting their offer in GST regime.

G1. "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.

G2. The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

G3. Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL (Oil India Limited)/Client. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL / Client shall not be liable to make any payment on account of GST against such invoice.

G4. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

G5. GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the Government by OIL/Client.

G6. Where OIL/client has the obligation to discharge GST liability under reverse charge mechanism and OIL/client 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/client or ITC with respect to such payments is not available to OIL/client for any reason which is not attributable to OIL/client, then OIL/client shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL/Client to Contractor / Supplier.

G7. The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to OIL / Project Owner due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse OIL / Project Owner for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

G8. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to OIL / Client for reasons attributable to Contractor / Vendor, OIL / client shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL / client 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 / Project Owner.

G9. TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

G10. 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.

G11. The contractor will be liable to ensure to have registered with the respective tax authorities 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.

G12. 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.

G13. OIL/client 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/client is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

G.14 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

G.15 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.

G.16 **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.

G.17 In case of Foreign Bidders, where foreign bidder does not have permanent establishment in India, for supervision/training services by foreign supervisor at Project Site, Goods & Service Tax (GST) shall be paid by Owner to tax authorities.

G18. Documentation requirement for GST

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to Owner/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;
- 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 inter-state trade or commerce;
- n. Address of the delivery where the same is different from the place of supply and
- o. Signature or digital signature of the supplier or his authorised representative.

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

- (a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- (c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. G.18. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

G19. GENERAL REMARKS ON TAXES & DUTIES:

In view of GST Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax, E1/E2 Forms, and any other form of indirect tax except of GST mentioned in this bidding document shall be ignored.

G.20 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then

OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

9.0 INSURANCE:

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

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

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

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

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

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

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

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

10.0 **CHANGES:**

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

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the **Schedule of Rates (Part-3, Section IV) read with Proforma-B**. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE:**

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

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

11.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy-two (72) hours after its occurrence, time for performance of the

relative obligation suspended by 'force majeure' shall then extended by the period for which such cause lasts. If performance under the Contract are suspended by 'force majeure' conditions lasting for more than 2 months, either party shall have the right to terminate the Contract by giving 15 days' notice. During force majeure period, no payment shall be made under the Contract by Company.

12.0 TERMINATION:

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

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

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

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

12.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT: In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

12.6 TERMINATION DUE TO NON-AVAILABILITY OF EQUIPMENT/PERSONNEL: If at any time during the term of this Contract, breakdown of Contractor's equipment results in contractors being unable to perform their obligations hereunder **for a period of 15 successive days**, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 TERMINATION DUE TO DELAY IN MOBILISATION:

The company shall have the right to terminate the contract without prejudice to any of the clauses of the Contract on account of delay in mobilization.

12.8 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.7 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 up to the date of termination including the Demobilization cost, if any.

12.9 CONSEQUENCES OF TERMINATION:

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

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

12.11 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.

12.12 Demobilization Charges in the event of termination under clause 12.3, 12.4, 12.5, 12.6 and 12.7 will not be payable.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se 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 DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

The venue of all arbitrations under both 13.1 & 13.2 will be Kakinada/New Delhi. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

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

Company

Oil India Limited
D. No.11-4-7, Nookalamma Temple Street,
Ramarao Peta, KAKINADA
Andhra Pradesh- 533004, INDIA

Contractor

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

15.0 SUBCONTRACTING/ASSIGNMENT:

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party(s). Except for the main services under this

contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 MISCELLANEOUS PROVISIONS:

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

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

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

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

17.0 LIQUIDATED DAMAGES AND PENALTY:

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

17.2 However, in any case the sum of total amount of Liquidated Damages, payable if any against this Contract under provision of Clause No. 17.0 and its subclauses will not exceed 7.5 % of **total estimated Contract 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.

17.3 Penalty for Default in timely completion: Contractor shall put all-out effort to complete the entire work of 15,000 LKM of 2D Seismic data acquisition, processing and interpretation work **within twelve (12) months (including monsoon break as applicable for acquisition)** from the date of commencement of work. If the Contractor is unable to complete the schedule work of acquisition, processing and interpretation within the stipulated time period, the Contractor may be allowed to work to complete the remaining acquisition, processing and interpretation job in additional period, not exceeding three (3) months, however, the payment of remaining volume of acquisition, processing and interpretation job will be made **at the rate of 90% of the actual quoted rate per individual line item** as applicable for acquisition, processing and interpretation respectively. No payment towards the stand-by charges and force majeure will be made during this extended period due to noncompletion of tendered volume of work within the stipulated time period.

17.4 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 (subject to maximum of 7.5% (seven and half percent) of total estimated contract value) and penalty (@10% of the actual quoted rate per individual line item as applicable) shall be applicable.**

17.5 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.

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

17.7 The Contractor needs to complete the remaining job within a period of maximum three (3) months beyond scheduled project completion period i.e. twelve (12) months (including monsoon break) from the date of successful completion of mobilization failing which the contract would be terminated, PBG invoked and the defaulting contractor would be dealt as per OIL's banning policy.

17.8 Liquidated Damages, if any, levied for delay in mobilisation and/or completion will attract GST and same will be recovered from Contractor.

18.0 PERFORMANCE SECURITY: The Contractor shall furnish to Company a Bank Guarantee/LC for 10% of total estimated Contract value valid till 3 (three) months beyond the Contract Expiry date towards Performance Security. The Performance Security shall be forfeited by Company, if Contractor fails to fulfil its obligations under the Contract or in respect of any amount due from the Contractor to the Company. In the event of any extension of the Contract period, Performance Security shall be extended by the period equivalent to the extended period of the Contract. The Performance Security will be discharged by Company not later than 30 (thirty) days following its expiry.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineers/ GeoScientists / consultants 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 Survey contractors to major international oil companies in the petroleum industry.

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

21.0 LIABILITY:

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

21.2 Neither Company nor its servants, agents, nominees, assignees, contractors, sub-contractors or its Affiliates or Coventurers 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-contractors 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/or sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or

their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

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

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

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

21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

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

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

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

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

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

23.0 INDEMNITY AGREEMENT:

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

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

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

24.1 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the Labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the Labour shall be borne by the Contractor.

24.2 The Contractor shall not engage Labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed except Manager / Superintendent.

25.0 **ENTIRE CONTRACT:** This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.

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

27.0 **INSPECTION OF MATERIALS:** The Company shall have the right to inspect and reject for any valid cause any items furnished by Contractor and Contractor shall replace or repair at its sole expense such items so rejected with items free of defects, to the satisfaction of the Company.

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

29.0 **CUSTOMS DUTY:** The services under this Contract shall be carried out in the areas for which Customs Duty on goods/equipment/tools to be imported shall be applicable on merit. Contractor's quoted their rates/prices inclusive of applicable customs duty as required. **Company will not issue any recommendatory letter for essentiality certificates against this contract.** Clearance of goods through Indian Customs authority and all related expenditure on imported goods including customs duty, IGST, Cess, port rent, demurrage etc. as applicable will exclusively rest on the Contractor. Seismic survey vessel(s) and other Contractor's foreign goods are required to be imported through Indian customs on payment of applicable duties and Contractor should make necessary arrangements for importing seismic vessel(s) to Indian waters in their name. seismic survey vessel(s) are

required to be imported through Indian customs on payment of applicable duties and contractor should make necessary arrangements for importing seismic vessel(s) to Indian waters in their name. Finally, prospective vendors are requested to consult their custom agent in India in this regard for the exact position.

29.1 Contractor should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A for reference purpose only.

29.2 All imports and import clearances under the Contract shall be done by the Contractor and OIL shall not provide any assistance in this regard.

29.3 Contractor shall 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.

29.4 The bidder while quoting would need to consider the duty drawback as per notification No. 23/2008 dated 01.03.2008 available to them upon re-export of the equipment, if any. The bidder should note that input tax credit would also be available to them on the IGST paid by them excluding duty drawback and this aspect should also be considered by them while quoting their rates.

30.0 DEMOBILISATION & RE-EXPORT: The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/ Accessories/Manpower etc. upon receipt of notice for 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. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. 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 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.

31.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

31.1 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.

31.2 **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.

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

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

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

- a. Copy of valid GST Registration Certificate (if applicable).
- b. Bank particulars as required for making payment through Electronics Mode.
- c. Tax Invoice as per relevant Tax Rules clearly indicating GST Registration Number (if applicable), Service Classification, Rate & Amount of GST.
- d. **Certificate of acceptance of Mobilisation issued by Company representative.**
- e. Copy of PAN Card issued by Indian Income Tax Authority (if applicable).
- f. Copies of all insurance documents as stipulated in Contract.
- g. Port clearance documents when vessel/ equipment is mobilised from outside India

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

31.5.1 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 GST 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.

31.5.2 The Contractor shall raise monthly invoices for the following:

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

b. OIL shall withhold 10 % of the acquisition charges from the invoice value at each occasion. It will be released only when data acquisition of area in question is completed

as prescribed in Appendix-A and complete data set has been delivered to OIL at its designated premises within India.

c. Charges towards Data Processing and Interpretation work completed in a month and duly accepted and certified by Company shall be invoiced in the following month.

31.6 Contractor shall submit three (03) 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.

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

31.8 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 31.3 above.

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

31.10 Payment of final demobilization charges shall be made 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.

31.10.1 The demobilization charges will be paid after all the project deliverables including Acquisition, Processing and interpretation outputs have been submitted to company and duly certified by company representative. The Contractor shall raise invoice for payment of one-time lump-sum Demobilization Charges, as applicable, upon clearance of all their resources from site and making the site free from all encumbrances-

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

32.0 **APPLICABLE LAW:**

32.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in East Godavari District, Andhra Pradesh.

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

- a. The Mines Act 1952- as applicable to safety and employment conditions
- b. The Minimum Wages Act, 1948
- c. The Oil Mines Regulations, 1984 or latest version
- d. The Workmen's Compensation Act, 1923
- e. The Payment of Wages Act, 1963
- f. The Payment of Bonus Act, 1965
- g. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h. The Employees' Pension Scheme, 1995
- i. The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j. The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k. GST/ IGST / CGST / SGST / UTGST Act and amendments thereof.
- l. Customs & Excise Act & Rules
- m. Income Tax Act.
- n. Insurance Act.
- o. HSE Guidelines
- p. OISD guidelines & procedures
- q. DGMS Guidelines/Notifications
- r. The Environmental Protection Act, 1986
- s. All notifications released by MOEF from time to time
- t. Hazardous waste management and handling rules
- u. The water (prevention and control of pollution) Act, 1974
- v. The Air (prevention and control of pollution) Act, 1981

32.3 **EXPATRIATE PERSONNEL:** If any expatriate personnel are engaged by the Contractor to perform the services required under the Contract, responsibility for securing permission from the Ministry of External Affairs (MEA), Ministry of Home Affairs (MOHA), Ministry of Defence (MOD), Govt. Of India and Local Authorities on time shall rest on the Contractor. OIL will only assist the Contractor by providing introductory letter / recommendatory letter required, if any, for securing the above permissions.

33.0 SUBSEQUENTLY ENACTED LAWS

33.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased/decreased cost of the works under the Contract through increased/decreased liability of taxes, (other than Personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the Company/Contractor as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by Company) & the Courts wherever levy of such taxes/duties are disputed by Company/Contractor.

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

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

33.4 Notwithstanding the provision contained in clause 33.1 to 33.2 above, the Company shall not bear any liability in respect of:

- i) Personal taxes on the personnel deployed by Contractor, their sub-contractor / sub-sub-contractors and Agents etc.
- ii) Corporate taxes and Fringe benefit tax in respect of Contractor and all of their sub-contractors, agents etc.
- iii) Other taxes & duties including Customs Duty, Excise Duty, Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the Contractor.

33.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes / duties, the Contractor is liable to provide following disclosure to Company:

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

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

35.0 **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: -

- For non-completion of jobs assigned as per Section-II.
- Contractor's indebtedness arising out of execution of this Contract.
- Defective work not remedied by Contractor.
- Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- Damage to another contractor of Company.
- All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract.

If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

- i. Order issued by a Court of Law in India.
- ii. Income-tax deductible at source according to law prevalent from time to time in the country.

- iii. Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv. Any payment due from Contractor in respect of unauthorised imports.

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

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

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

37.0 INGRESS AND EGRESS AT LOCATION:

37.1 The Company shall provide the Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for permits or licenses for the movement of the Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person(s), such person (s) should be promptly removed from the list by the Contractor and replaced with acceptable person (s).

38.0 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.

39.0 SEVERABILITY: Should any provision of this Contract 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.

40.0 INTEGRITY PACT: The Integrity Pact duly signed by authorized representatives of OIL and Contractor forms part of the Contract.

END OF SECTION – I, PART– 3

PART – 3

SECTION- II

SCOPE OF WORK/TERMS OF REFERENCE/ TECHNICAL SPECIFICATIONS

2D SEISMIC DATA ACQUISITION

EASTERN OFFSHORE, INDIA DURING FIELD SEASON 2020-21

1. SCOPE OF WORK

OIL INDIA LIMITED (OIL) desires to have 2D seismic data set in Eastern offshore of India.

The areas proposed for the 2D seismic data acquisition, processing and interpretation are given in the table below:

Area	Acquisition technology	Type of Data	Full fold Data Acquisition volume	Approx. Water depth within the Area (m)
S1 & S2 area Andaman Basin	Broadband Streamer Mode	2D	15,000 LKM	S1 Area > 2,000 m S2 Area 1500 to 3000 m

Contractor/Bidder shall with their own personnel and equipment, plan and execute acquisition of 2D seismic data acquisition and deploying equipment (streamer, source etc.) in survey areas of Eastern Offshore of India as per details in **Appendix - 'A' & 'B'** with professional competence and in efficient manner, and provide OIL with the best standards of work customarily provided by reputed Geophysical contractors to major oil companies in the oil industry.

Contractor with their own personnel, hardware & software shall carry out the seismic data processing and interpretation as per details in **Appendix - 'A2'** with professional competence and in efficient manner to provide OIL the best standards of work, customarily provided by reputed Geophysical contractors to major oil companies in the Oil Industry

The location map of the survey areas is shown in **Appendix-E of Section-II.**

Quality Control of the acquisition, processing & interpretation of 2D seismic data is the responsibility of the Contractor. However, OIL's officers and/or representatives from third party agency will be associated with the work throughout the contract period to ensure security, confidentiality and Quality Control of data to be acquired and for overall monitoring of the contract. Work standards for data acquisition are given at **Appendix A.**

Bidder shall provide QC standards with their techno-commercial bid for the offered technology. The standards which are not in conflict with general work standards of this tender document shall be suitably included in the contract in case the work is awarded to the Bidder.

For completion of the job satisfactorily within the specified time period, minimum one seismic vessel with appropriate streamer(s) and streamer length as specified in **clause A.10 of Appendix-A of Section-II** shall be deployed. However, bidder at its own discretion may deploy additional seismic vessel for carrying out 2D seismic data acquisition in another area without any financial implications to OIL.

There are no platforms in the area. However, deployment of rig for drilling activity in adjoining blocks by other E&P players may be anticipated in the operation window. Details of rig movement will be intimated to the successful bidder at the time of mobilization.

The minimum required basic processing) (upto PSTM) to ascertain onboard QC shall be carried out on-board the vessel for the acquired seismic data in the survey area mentioned in **Section-II**. Online QC System for this purpose shall be made available and operational on-board.

The acquired data may be transferred to the processing centre periodically during crew changes / seismic data acquisition phase itself to ensure the early preparation of data for processing and timely completion of the work under this contract.

After acquisition of the data in each area, Contractor shall deliver raw data, and QC data as per QC processing sequence at **A.16.9** and Navigation merged data in SEG Y format as mentioned in **Appendix-H of Section-II**.

Contractor will also arrange for packing, insurance, customs and other formalities and safe transportation of data tape cartridges to handover the data (in duplicate) along with other technical information as described in **Clause 7 of Section-II** at OIL's premises, Kakinada, Andhra Pradesh or/and at any other designated premises of OIL.

Bidder shall submit their offer for both S1 & S2 Areas. The evaluation of bids would be done on the entire volume of work as mentioned in tender document and the contract will be awarded accordingly.

2. VOLUME OF WORK

2.1 The total volume of Seismic data acquisition, Processing and Interpretation is as given below:

Area	Acquisition technology	Type of Data	Full fold Data Acquisition volume	Approx. Water depth within the Area (m)
S1 & S2 Area	Broadband	2D	15,000 LKM	S1 area >2,000 m S2 area 1500 – 3000 m

The work standard & QC norms, as stipulated in **Appendix-A** shall be applicable for the purpose of acceptance.

2.2 Volume Variation

OIL at its discretion may increase (or decrease) up to 10% of the volume of work at same rates, terms and conditions. In such case, the Contract period shall be adjusted on pro-rate basis on increase or decrease of volume. LD/PBG will be applicable proportionate to additional volume of work, if any as per **clause no 17 of Section-I, Part-3**.

3. CONTRACT PERIOD, MOBILISATION AND SCHEDULE OF COMPLETION

- 3.1 Contractual work volume (for both acquisition, processing and interpretation) shall be completed within 12 months from date of mobilization completion of seismic vessel as scope of work. The seismic data processing shall be started within 10 days after completion of acquisition of each area.

Contractor shall complete mobilization as per scope of work within **90 days** after LOA and should also submit mobilization and completion work plan within stipulated time schedule in scope of work.

In case, the last date of scheduled mobilization of **90 days** falls within non-operating period, the mobilization date would be extended up to end of monsoon break and accordingly contract period will also get extended.

Mobilisation and de-mobilization charges shall be paid only for one seismic vessel one time only during the period under this contract.

Monsoon period in the area is generally between **June to September** however Monsoon period may vary and can be ascertained from Indian meteorological department. The **fair-weather window** for the area is generally considered from **October to May** of the following year and this duration of about **eight (08) months** is termed as **“Field Season”**.

- 3.2 Contract shall be commenced from the date on which the mobilization is completed in all respects is treated as date of commencement of contract (excluding the day of completion of mobilization).
- 3.3 Contractor shall carry out 2D Seismic data acquisition work in S1 & S2 area in **Eastern Offshore**. The work area for data acquisition can be prioritised through mutual consent.

Mobilization of seismic vessel shall be deemed to be complete when:

- a) The seismic vessel(s) out of the vessel(s) proposed for deployment and as confirmed one day prior to price bid opening is deployed and put on for survey work as per the relevant clause.
- b) Successful Bidder will be required to mobilize seismic vessel(s), out of the above vessels. All the equipment are fully tested, calibrated and put into operation as specified in **Appendix “A” of section -II** and also acquisition of:

One 2D seismic line (at least 100 LKM) data acquisition is completed in S1 Area or S2 Area and accepted by OIL's QC representative.

The payment shall be made as per price schedule.

3.4 DATA ACQUISITION

The entire volume of seismic data acquisition as indicated in **Section-II** is required to be completed by the Contractor in all respects as per specifications in Appendix-A. Contractor shall also perform onboard basic processing (upto PSTM) for QC purpose only for awarded volume as indicated in **Section-II**.

Note: During the proposed survey period under this tender, oil gas field activities near the survey area by other agencies may also go on concurrently. It will be necessary to prioritise the area to avoid interference from such simultaneous activities.

4. EXTENSION IN CONTRACT PERIOD

4.1 Contractor has to complete the Seismic data acquisition volume within the specified contract period. However, in the event the Contractor is not able to complete the seismic data acquisition, processing & Interpretation work due to one of the following situations, OIL shall have an option to extend the Contract duration under the same rates, terms and conditions:

- Force Majeure as defined in General Condition of Contract.
- Bad weather conditions, as decided by the OIL which do not permit the acquisition work to be conducted under the stipulated work standards.
- Standby period beyond the permissible limits as indicated in **clause 13 of section II**, if requested by OIL.

4.2 If entire scope of work is not completed within project completion schedule, due to reasons attributable to Contractor, then OIL at its option may extend the contract duration with the levy of Liquidated Damage (LD). In such event, Contractor shall arrange re-mobilization of vessel(s), equipment and personnel, if required, at its own cost and complete the work with the approval of OIL.

5. SEISMIC DATA ACQUISITION

5.1 SCHEDULE OF OPERATIONS

- a. Successful Bidder shall mobilise the survey vessel(s) and all the required equipment along with personnel to commence the work as soon as possible after the issue of Letter of Award so that mobilization of the vessel is completed as per **clause 3 of section II**. The Contractor shall carry out seismic data acquisition as per the details given in **Appendix-A**.
- b. Successful Bidder shall make the vessel(s) and its equipment available at the initial port of call in India specified by OIL for inspection by Indian Navy for clearance from security angle before the commencement of survey work. A clear notice shall be given by Successful Bidder for this purpose as per statutory requirement in advance.

- c. OIL reserves the right, before the commencement of work, to inspect and approve successful Bidder's vessel(s) and equipment after they are fully assembled and made ready for data acquisition. Technical and HSE audit may be undertaken.
- d. The Contractor shall make available the services of a competent representative for the planning and design of the proposed seismic survey as per the requirements given here, within 15 days of Letter of Award (LOA). This representative of the Contractor in association with the OIL's representatives shall prepare a Project Report giving full details of the plan of work within 30 days of LOA. The Project Report should also contain the full description of the quality management methods to be employed by the Contractor to achieve the required quality standard, safety plan, emergency response, HSE interfaces and contacts etc.
- e. The 2D Seismic lines will be supplied by OIL. However, any modification of survey areas and 2D Seismic line co-ordinates shall be intimated by OIL before start of work. 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.
- f. The schedule of field operations will be finalised between OIL's representative and Contractor's Party Manager prior to or on the arrival of the survey vessel(s) and other equipment at the base station/port of operation. OIL's representatives and Contractor's Party Manager shall jointly have the option of rescheduling the sequence of shooting the lines during the course of survey. In case of Andaman offshore, shallow depth/ logistics may prohibit shooting in preferred direction as planned, then a change in the orientations of 2D seismic lines may be planned in operationally suitable direction with the prior approval of OIL. Operationally Contractor may require long line change for which no additional cost / standby will be paid by OIL.
- g. For any change in seismic data acquisition / processing/ Interpretation programme, OIL or Contractor will modify any part or whole of the programme with mutual consent.
- h. INTIMATION TO FISHERIES DEPT. & FISHING COMMUNITIES: It is compulsory to provide advance information by the Contractor regarding the seismic operations, to fishing authorities and fishing communities. Each survey area is to be sub-divided into sub blocks of 15 days' work schedule and the operations schedule for such sub-block should be communicated to local fishing authorities/ Fishermen communities and OIL at least 15 days in advance, to ensure better coordination.

6. PROVISION OF EQUIPMENT, PERSONNEL & FACILITIES

- 6.1 Contractor shall provide fully equipped Survey vessel(s) and data processing hardware and software for QC purpose with spares and consumables of whatsoever nature necessary for the full and proper execution of the work

hereunder. Equipment and facilities to be supplied by Contractor shall conform to the specifications contained in **Appendix-"B" of section II**.

- 6.2 Contractor shall provide all competent personnel for manning of the vessel and data acquisition, processing and interpretation work for QC purpose together with all necessary supervisors who should be fluent in English language. On OIL's request, Contractor shall remove and replace at his own expenses any of the Contractor's personnel whose presence is considered undesirable in the opinion of the OIL.
- 6.3 Contractor shall be responsible for and shall provide all requirements of its personnel, and of sub- contractor(s), if any, including but not limited to housing, normal medical services, boarding, transportation (air, marine and land), vacation, salaries and all amenities, termination payments and all immigration requirements at no extra charge to OIL.
- 6.4 Contractor shall be responsible for insuring its personnel against injury and death and for insurance of all offshore and onland Equipment, vessel(s) etc. as per, General Terms and Conditions of the contract.

7. REPORTS, DELIVERABLES & SCHEDULE OF PERFORMANCE

Contractor shall submit to the OIL the following at no extra cost.

- 7.1 Daily progress report of volume of surveys completed in the proforma (enclosed as **Appendix-"F"** by Telefax/E-mail.
- 7.2 Consolidated daily reports for each month (as per **Appendix-"G"**, signed by Contractor and countersigned by OIL's representative.
- 7.3 A summary of progress report of surveys conducted along with brute stack sections (soft copy) and a soft copy of Navigation Data QC as requested by OIL.
- 7.4 Six copies of operational field reports including bathymetry report and Navigation report in proper form within the contract period.
- 7.5 Six sets of Navigation post plots as per item **A.17 of Appendix-"A" of section II** are to be submitted within the contract period.
- 7.6 The details of deliverables as per the format given in **clause A.22.9 of Appendix-A and Appendix H** of the tender document are to be provided within the contract period. (Navigation data shall also be provided in DVD)
- 7.7 Bathymetry and Meteorological data as per format given in **Appendix 'L' and 'Appendix 'M' of Section-II** on a CD/DVD/hard disk in duplicate for each area separately.

8. REPRESENTATION

- 8.1 At the commencement of the work and during the period of field survey, Contractor shall have its Operational Manager available to the Company's representative, so as to provide him with all explanations and information

pertaining to the progress of work. Contractor's representative shall be responsible for the general conduct of operations and shall accept the instructions and notices on behalf of Contractor.

8.2 Contractor shall arrange to provide boarding (Indian food) and lodging on the survey vessel(s) up-to a maximum of Three (3) of the OIL and/or Indian Government personnel and/or third-party QC personnel per vessel for quality control and supervision of work during the field operation for each area at no extra cost to OIL. The Contractor shall arrange for crew change of OIL's / third party QC personnel as per operational requirement (which is generally about 14 days), at no extra cost to OIL. The crew change of OIL / third party QC personnel should be preferably by Helicopter, if seismic vessel is within Helicopter's flying range otherwise through other suitable and safe mode of passenger transportation. In case, the crew change is done by boat, the same shall be carried out from the nearest port and suitable arrangement of berth and food shall be provided for long journey. The crew change of OIL's / third party personnel shall not be done by fishing boat.

8.3 To ensure fast co-ordination, timely and effective professional communication between OIL and **the Contractor on various issues/points** related to this project, Contractor shall position in India duly authorised Resident Representative having qualifications and/or experience of at least five (5) years on line professional experience in various aspects of seismic activities / operations and its management which are related to petroleum exploration. The said Resident Representative must be present in OIL premises **at Kakinada, Andhra Pradesh** or any other designated premises of OIL, within INDIA from the date of LOA till the date the contract is formally completed in all respects.

9. QUALITY OF WORK

9.1 The objectives of the survey, the survey parameters and work standards are mentioned in the tender document. Quality Control of the Seismic data is the responsibility of successful bidder. The Contractor shall carry out the services in a fully professional manner and warrant that the survey information produced shall be of a quality acceptable to OIL as specified in the tender document. Should the survey information produced is not of a quality acceptable to OIL, then the Contractor undertakes to re-perform that part of the services causing dissatisfaction, at their own expenses. OIL's standards of performance shall be as detailed in **Appendix-A and A2**. The QC work standards provided by Contractor along with techno-commercial bid shall also be suitably incorporated in the contract. The quality of work shall be certified by OIL representative and/or third-party QC personnel.

10. TERMS OF AGREED PRICES

10.1 Mobilisation charges include delivery of vessel(s) required to be deployed for the job in the area of operation, after completing all legal formalities at the initial port of call, mobilization of all offered equipment, personnel to the work area and

completion of all required instrument tests and streamer balancing and **after the regular production work starts**, as specified in **Clause 3 of section-II**.

- 10.2 In the event the vessel(s) is mobilised from a job in India, no mobilization charge is applicable.
- 10.3 Demobilization charges shall include transit of vessel(s) from the work area to a suitable port, after completion of assigned acquisition work, and sufficient time at Dockside to remove all OIL's data from the vessel(s).
- 10.4 In the event vessel(s) is demobilized to a follow up job in India, no demobilization charge will apply.
- 10.5 The rates for data acquisition are all inclusive and inter alia include charges for bathymetry survey and operation, maintenance, upkeep, repair/replacement of vessel(s), equipment, instruments, hardware and software and all other equipment used for the survey work. Any damage/loss of the vessel(s), equipment etc. deployed for the work shall be the Contractor 's liability.
- The payment for 2D Seismic work in line kms (LKM) at the specified rates shall be paid to the acceptable mid-point coverage as defined in the QC quality control specifications and standards for full fold coverage for 2D Seismic work duly approved in Daily progress reports by the OIL's QC representative on board the vessel.
- 10.6 The rates include
- (a) Cost of fuel and lubricants used in the survey vessel(s), papers, strip charts, photographic products, magnetic tapes/cartridges, consumables, computer stationery and all other expenditure required for work, incurred by Contractor during the course of Seismic data acquisition and also costs of 10.6 (b) to (h) as follows.
 - (b) Cost of providing boarding and lodging on-board the per Survey vessel up to 3 (Three) OIL's /Government of India's representatives/ third party QC personnel.
 - (c) Applicable Customs duties, IGST, Cess etc. on imported items of Contractor into India including seismic survey vessel(s).
 - (d) Royalty payment of fees and utilisation of patent rights, if any.
 - (e) The cost connected with port calls, pilotage and harbour dues, etc.
 - (f) The cost connected for line changes anywhere within the work area.
 - (g) The cost connected with reports etc. as per clause 7.
 - (h) Any expenses towards clearing of fishing activity and any compensation to the fishermen or any society shall be borne by the Contractor.
- 10.7 Processing of DGPS Navigation Data is Contractor's responsibility and shall be done at no extra cost to OIL. Contractor shall also prepare post plots of survey lines and supply to OIL all outputs as per scope of work in section-II within fifteen (15) days after completion of data Acquisition.

- 10.8 Contract prices shall be firm and fixed for the period of the Contract and the Contractor shall not be entitled to any compensation for any variation in wage rates, cost of materials, overheads and any other reasons whatsoever.
- 10.9 Contractor's rates for standby charges shall be as per day rate quoted by the bidder (Ref. **Clause 13 below**, and Price schedule)
- 10.10 For the purpose of computation of charges for:
- 2D seismic data acquisition, the chargeable LKM is defined as:
- (The number of acceptable shots -1) X (shot point interval). The payment will be restricted for full fold coverage within first and last co-ordinates of the line.
- No payment shall be made for run-in/run-out and overlap shots.
- The work standard and QC norms as stipulated in **Appendix A and A2** shall be applicable for purpose of acceptance of data for payment.
- 10.11 The data acquisition rates shall be inclusive of all costs for DGPS as primary Navigation system.
- 10.12 Data acquisition rates shall be inclusive of processing of DGPS positioning data and preparation of post plots of survey lines.
- 10.13 Data acquisition rates shall be inclusive of all expenses towards cost of collection of data and other technical information, packing, handling, transportation, completion of all customs/statutory formalities, freight, insurance, etc. for handing over data to OIL, at Kakinada, Andhra Pradesh or any other designated premises of OIL within India after all formalities completed by the Contractor. The insurance policy shall be arranged from the reputed Insurance Company and shall be submitted to OIL along with other documents.
- 10.14 No payment shall be made if work is stopped due to any of the pending clearances required from the Govt. authorities.
- 10.15 No payment shall be made towards transit from one block / sector / area to another block / sector / area. Standby charges shall not be payable for extended line change for one direction shooting during data acquisition.
- 10.16 Payment of last invoices for data acquisition and demobilization shall be released only after submission of all deliverables as per **Clause no. A.22.9 of Appendix-A** of the Contract.

11. OTHER OBLIGATIONS OF CONTRACTOR

- 11.1 Contractor shall upon completion of the work return to OIL all originals and copies of maps, documents, recorded magnetic tapes/cartridges and all other data supplied to them or generated by them in connection with the work. These are the absolute property of the OIL. Contractor has to ensure that after completion of the work, all the information will be deleted from the system.

The Contractor will be required to sign a confidentiality agreement as per format **Appendix-O** with OIL for the data to be provided by OIL during the contract period.

- 11.2 Contractor shall comply with Indian Laws and Regulations of Government of India including but not limited to Laws in respect of Navigation, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals and local customs. For any claim, fine, infringement of patents brought about by Contractor's failure to comply with the existing laws and regulations, the same will be the sole responsibility and liability of Contractor except when the Company has undertaken such responsibilities under the Contract herein. OIL will, however, provide necessary advice and assistance as and when asked for in this regard by Contractor.
- 11.3 The Contractor shall arrange formalities and documentation required for the discharge from the vessel(s) all recorded data on magnetic tapes/cartridges which are the absolute property of the DGH, in a properly packed and secured manner and deliver the same to OIL's representative at a place assigned within India by OIL. All expenses to be incurred for such action are to be borne by Contractor.
- 11.4 Particulars of format of recording of Navigational and other related data will be furnished by Contractor to the Company for approval.
- 11.5 Ship to shore communication facility (E-mail, Fax, Voice etc.) shall be available to OIL's on-board representative and third-party QC personnel (DGH representative on board) for direct communication with OIL's office at no extra cost to the OIL.
- 11.6 Contractor shall take full responsibility for the protection, security and confidentiality of records, magnetic tapes/cartridges pertaining to data till the date it is handed over to the Company.
- 11.7 Contractor shall provide at its' sole risk and cost, competent, skilled personnel including key personnel to perform the work. Contractor shall ensure that experienced Party Chiefs/Observers/Navigators/Processors, etc. shall continuously be available during the course of the Contractor.
- 11.8 Contractor shall be fully responsible for safe keeping of data cartridges in Air-conditioned and dust free environment till these cartridges are handed over to OIL.
- 11.9 The Contractor shall be responsible for timely arranging,
- (a) The 'Ministry of Defence' (MOD) clearance, in respect of its vessel(s) and equipment to be deployed for the survey work.
 - (b) Clearance from Ministry of Home Affairs (MOHA) for all Contractor's personnel
 - (c) Permission of DG shipping for plying the vessel in Indian waters as required.

However, necessary assistance by way of recommendation letters etc., for obtaining the said clearance shall be provided by the Company.

11.10 Contractor shall use suitable Indian boats other than fishing boats as per M.S. Act 1958 as chase vessels and as per guidelines issued by DG Shipping from time to time.

12. DATA RECORDING LIABILITY

The Contractor's liability to Company for field cartridges shall also be as follows:

If the data is unable to be recovered from the tapes/ cartridges at the processing centre due to failure of proper recording by Contractor, Contractor shall either re-shoot or have reshot that portion of the survey sufficient to re- acquire the survey information damaged or lost, **at its cost** or refund the Company the sum initially charged plus 20% thereof for such recording efforts.

Contractor shall not be required to store, hold or save any drawing, seismic data tapes, reports, records or other information in any media about or arising from the services after completion of services.

Scope of Work:

- The Contractor shall carry out processing and interpretation of 2D Seismic data acquired under this Contract. The Contractor must execute seismic data processing and interpretation as described in **Appendix A2 of Section-II** to carry out the jobs under this contract using state-of-the-art computer system with internationally used software which will be capable of carrying out processing (Pre-stack 2D time migration and Pre stack depth migration [Optional] and interpretation by experts having adequate experience, mentioned in relevant clauses of this bid document, in carrying out similar jobs.
- Contractor shall with its personnel and equipment, execute the processing and interpretation of the 2D seismic data of Eastern Offshore of India as per details in **Appendix – A2** with professional competence and in efficient manner, and provide OIL with the best standards of work customarily provided by reputed Geophysical contractors to major oil companies in the oil industry.
- Company reserves the option to increase/decrease the volume of work up to + 10% % of the tender quantity, time period of the project will also be adjusted on prorata basis accordingly. In case of any increase/decrease in quantum, it will be obligatory on the part of the Successful Bidder to carry out the job at the same rate, terms & conditions of the contract.
- The outputs are meant for identification and evaluation of structural and stratigraphic prospects / leads for exploratory drilling with the help of the present optimally processed 2D seismic data. The Contractor is required to utilize other available geo-scientific data, well data, well logs etc. in and around the area for integration of the geoscientific information.

Quantum of Work for processing:

The likely quantum of work to be carried out is as follows:

- 2D Seismic Data Processing PreSTM : 15000 LKM (Full fold)

- 2D Seismic Data Processing PreSDM (Optional) : 15000 LKM (Full fold)

Payment for the processing jobs shall be limited to the full fold data as mentioned above.

SEISMIC DATA INTERPRETATION

The contractor shall carry out detailed 2D seismic data interpretation using Time processed 2D seismic data, well data (if available) and any other relevant geoscientific data available in and around the study area, velocity modelling, depth conversion etc.

2D Seismic data interpretation (Time domain): 15,000 LKM

Velocity modelling and Depth conversion: 15,000 LKM

The details of the seismic data interpretation and generic steps are stated in **Appendix-A2.1** are generic and will be finalised with the successful contractor before start of work.

Personnel and Equipment:

- Successful Bidder shall deploy the key personnel for processing and Interpretation of seismic data as per the details given in the table below.

Sr. No.	Position	Minimum Work Experience	No. of Personnel
1	Project Manager (Processing)	15 years, out of which 10 years should be in the role of Project Manager (3D / 2D Marine seismic data Processing both in Time and Depth).	One (1)
2	Project Manager (Interpretation)	15 years, out of which 10 years should be in the role of Project Manager (3D / 2D Marine seismic data Interpretation both in Time and Depth). 10 years Deepwater Interpretation experience is a must.	One (1)
3	Senior Processing Geophysicist	10 years, out of which 5 years should be in the role of Senior Processing Geophysicist (3D / 2D Marine Seismic data processing both in Time and Depth).	Two (2)
4	Senior Interpretation Geophysicist	10 years, out of which 5 years should be in the role of Senior Interpretation Geophysicist (3D / 2D Marine Seismic data interpretation both in Time and Depth). 5 years Deepwater Interpretation experience is a must.	Two (2)

5	Processing Geophysicist	7 years, out of which 3 years should be in the role of Processing Geophysicist (3D / 2D Marine Seismic data processing both in Time and Depth).	Two (2)
6	Interpretation Geophysicist	7 years, out of which 3 years should be in the role of Interpretation Geophysicist (3D / 2D Marine Seismic data Interpretation both in Time and Depth). 3 years Deepwater Interpretation experience is a must.	Two (2)

- The Bidder shall provide a list of the hardware and software, along with the vintages/ version that they shall deploy for the entire processing and interpretation job. Also, the place/processing centre and place/interpretation centre within India where the entire processing and interpretation job will be carried out shall be indicated in the Technical Bid. The bidder shall deploy industry standard processing and interpretation software(s) along with suitable hardware prior to start of above said jobs.
- The Successful Bidder shall submit a report on the test processing for finalization of production processing parameters for complete data set. The tentative processing sequence (refer to Appendix-A2) is envisaged for preserved/ true amplitudes processing of the seismic data; however, the actual sequence will be determined after completion of test processing in consultation with OIL representatives. It is also required to match the processed seismic data with available well information before the final processing is completed.
- The entire volume of seismic data processing as indicated above is required to be completed by the Contractor within stipulated time as described in **Clause no 3 of section II (scope of work)**. The Contractor is required to start the processing of the seismic data within 10 days of completion of seismic data acquisition of the 2D line in the respective area (upon shipment of raw acquired data from onboard). If required, Contractor may initiate QC processing jobs prior to completion of Data Acquisition. However, this will be limited to data loading, Geometry update, QC, update of Navigation data, editing of the acquired seismic data, initial velocity picking etc. of the lines on which data acquisition completed.
- The Contractor shall submit a report on each major step of seismic data interpretation. For example, after well to seismic tie, after horizon have been mapped etc.
- In the event of Contractor's default in completing the assigned Work within stipulated time as described in **Clause no 3 of section II (Scope of Work)**, liquidated damages will be levied as per Clause 17.0 of General Conditions of the Contract. After acquisition, processing & interpretation of the data in each area, Contractor shall deliver processed outputs as per deliverables mentioned in **Clause of Appendix -A2 and Appendix H of section II**.

13. STANDBY

- 13.1. Standby charges are applicable for lost time due to:

- a) Deployment of vessel (s), if directed by the OIL, for purpose other than scheduled seismic surveys or other calibrations, over and above industry standards and practices or if the survey is temporarily suspended or if vessel(s) is displaced due to any modification or cancellation of such scheduled plan by OIL.
- b) Excessive streamer feather caused by environmental conditions. Contractor shall refer the matter to OIL's representatives when contractual specifications on streamer feathering are exceeded and the OIL's representative will decide whether to continue or suspend the operations.

Severe weather certified by on-board OIL's representative such that the survey operations are interrupted due to the streamer noise parameters being exceeded. Contractor will refer the matter to the OIL's representative for agreement whether to continue or suspend the operations.

- c) Interference due to fishing and naval activities. This time will include the time it will take to re-start the production if the seismic vessel(s) is forced to stop production as a result of the interference.
- d) Interference from drilling activity or any other vessel(s) associated with drilling activity or seismic vessel(s) of other contractors, which cause acoustic noise exceeding the contract noise specifications.
- e) Extended line changes, if any, due to fixed structures.

Note: THE STANDBY CONDITION AS INDICATED ABOVE SHALL BE SUBJECT TO THE FOLLOWING:

In case of stoppage of work as per **clause no. 13.1 (a) to (e)**, OIL shall pay stand by charges as per price schedule for the first four (04) days. If such standby continues, Contractor shall be paid at 2/3rd of Standby rate for a period of next four (04) days, and if such Standby lasts for a further period, then for a further period of four (04) days Contractor shall be paid at 1/3rd of the Standby rate after which zero rate shall be payable to the Contractor.

13.2 OIL shall **not** pay any charges **including standby charges** for vessel(s) component and personnel for:

- a) Time spent at port during routine port calls arranged by Contractor for change of crew, receiving supplies and time spent in voyage between port and work area.
- b) Work stoppage due to break-down of vessel(s) or equipment or any other factors for which OIL is not responsible.
- c) Time spent to conduct industry standard tests/calibration on all systems and equipment to ensure proper functioning of all systems prior to the start of survey.
- d) Time spent on line changes anywhere within the same area.
- e) Work stoppage ordered by OIL's representative onboard for non-compliance with quality standards.

- f) Time spent for paying out/in of gun arrays and streamer, balancing of the streamer, periodic routine instrument checks and calibrations, to meet the requirements of work standards. Time spent on normal industry standard testing and calibration of all equipment. Such testing should include daily and monthly instruments tests, gun pulse monitoring, cable depth indicator calibration, navigation system calibration, cable positioning system calibration and other industry standard routine tests.
- g) Time spent at port for initial security checks, custom clearance of the survey vessel(s), data drops and any other statutory requirements applicable under Government of India's Rules and Regulations.
- h) Suspension of work (Work Stoppage) during normal tides and currents in the Survey area and suspension of work due to bad weather conditions, if any, due to monsoon.
- i) Time spent for processing of recorded data for QC on board.
- j) Standby charge shall not be payable if the Contractor continues the data processing job on board the vessel(s) for QC purpose after completion of data acquisition.

13.3 Standby time will not be applicable until the vessel(s) has been accepted and mobilization is completed.

14. PROTECTION OF ENVIRONMENT

- 14.1. In performance of the contract, the Contractor shall conduct the work with regard to concern with respect to protection of the environment and conservation of national resources. In furtherance of any laws, regulations and rules promulgated by the Government, the Contractor shall:
 - 14.1.1 Employ generally accepted industrial standards, practices and methods of operation for the prevention of environment damage in conducting the work.
 - 14.1.2 Take necessary and adequate steps to prevent environment damage and where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof of property and people; and
 - 14.1.3 Adhere to guidelines, limitations of restrictions, if any, imposed by environment clearance as applicable on the date thereof and as environment clearance may be revised as a result of OIL or Contractor's application(s) duly submitted after the effective date.
- 14.2 If the Contractor fails to comply with the provisions of clause 14.1 or materially contravenes any relevant law, and such failure or contravention results in substantial environmental damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.

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

14.4 Contractor shall be responsible for any pollution or contamination caused by him or his sub-contractor(s) including control and removal thereof.

15. KEY PERSONNEL AND EXPERIENCE OF THE EXPERTS OF THE BIDDER

- a. The key personnel and crew should be experienced, skilled and suitably trained to carry out the job of seismic data acquisition as per the scope of work with professional competence. The experience of the crew member should be as per the table below.

Sr. No.	Position	Minimum Work Experience	No. of Personne
1	Party Chief / Party Manager	15 years, out of which 10 years as Party Chief in Seismic crew.	One (1)
2	Project Manager	15 years, out of which 10 years as a project manager in a Seismic crew.	One (1)
3	Observer	10 years out of which 5 years as Observer in a Seismic crew.	One (1)
4	Seismologist	10 years out of which 5 years as a seismologist in a Seismic crew.	One (1)
6	Marine Operation Manager	10 years out of which 5 years as Marine Operation Manager in a Seismic Crew.	One (1)
7	Sr. Surveyor	5 years, out of which 3 years as as Sr. Surveyor in a seismic crew.	One (1)
8	HSE Manager	5 years, out of which at least 2 years as HSE Manager in a Seismic Crew.	One (1)

- b. Experience of the experts proposed to be deployed shall be as per the above specified conditions. The Contractor shall take prior approval of OIL in respect of experts proposed to be deployed for the jobs of data acquisition. In this

regard, Bidder shall submit an undertaking as per clause I (4) of BEC along with the techno-commercial bid. OIL shall have full authority to allow or deny deployment of any expert based upon experience and suitability of an expert for a given job.

- c. In case the number of experts as at a) above falls short, then OIL may stop the work till such time the specified number of experts are deployed. Consequences of any delay in project completion due to such stoppage of work shall be borne by the Contractor.

16. WORK COMPLETION

In case of localized physical obstructions in the survey area such as fishing nets (fixed, submerged), rigs, platforms, marine installations, restricted area including marine sanctuary, port area etc. the Contractor is able to complete 95% of 2D Seismic work (awarded volume) in each area, then the programme will be deemed to have been completed provided the reasons for localized obstructions are certified by OIL onboard QC representative and accepted by Executive Director(KGB&BEP), Oil India Limited, Kakinada. However, Penalty shall be applicable as per relevant clause of General condition of contract.

APPENDIX-A**SPECIFICATIONS OF 2D SEISMIC DATA ACQUISITION IN
EASTERN OFFSHORE, INDIA, DURING FIELD SEASON 2020-21****A.1. WORKAREA****A1.1 Introduction**

The survey is to be carried out in S1 & S2 area, Andaman Basin, East coast of India. Location maps of the survey area are attached in **Appendix-E** of Section-II.

The Contractor should plan to acquire specific data, if any, for the area that is required for the safe and timely execution of the data acquisition. Contractor shall make available the services of competent and qualified experts for planning, designing the proposed survey. The expert of the Contractor in association with OIL's representatives shall prepare a Project Report giving full details of the plan of work within 30 days of LOA. The Project Report should also contain the full description of the quality management methods to be employed by the Contractor to achieve the required quality standard. The Contractor shall provide personnel onboard having sufficient experience in the acquisition of 2D/3D seismic data.

A1.2 Geological Objectives, zone of Interest are indicated below:

Area	Type of Data	Approx. Water depth within the Area (m)	Zone of Interest in msec.	Geological Objective
S1 & S2 Area	2D	S1 Area >2000 m S2 Area 1500 to 3000 m	Target depth 3,400 msec Sediment thickness > 1,000 msec Recording length Up to 10 seconds	To delineate the structural and strati-structural play within tertiary, cretaceous and deeper sequences.

A1.3 Survey Area

The general details of the survey areas as regards to the weather, currents & tides, bathymetry, obstructions and fishing activities are as follows:

A.1.4 Weather and Field Season

Monsoon period in the area is generally between June to September however Monsoon period may vary and can be ascertained from Indian meteorological department. The fair-weather window for the area is generally considered from October to May of the following year and this duration of about eight (08) months is termed as “Field Season”.

A.1.5 Bathymetry, Currents & Tides

The Bidder/Contractor is expected to familiarize themselves with the seabed bathymetry and water depths in the area. The currents are essentially caused by the tides, the tidal flow is unsteady and the magnitude and direction of the current varies with respect to location, time and depth. For the proposed area of work, the data of the previous years is available in public domain and more specific information can be had by the bidder from the Meteorology department.

A.1.6 Obstructions

Apparently, the area appears to be free from offshore installations. However, any exploration and production activity around it cannot be ruled out.

A.1.7 Fishing Activity

Fishing activity may be expected in the area. Fishing vessels are generally small vessels with limited crew and capabilities, few vessels will have both radar and radio facilities. Appropriate planning with the local fishing community will need to be implemented by the Contractor and adequate number of chase vessels will also need to be employed by the Contractor. Managing the fishing activity in the area is Contractor’s responsibility.

Contractor shall use suitable Indian boats other than fishing boats as per M.S. Act 1958 as chase vessels and as per guidelines issued by DG Shipping from time to time.

A.2 WORK

The work that the Contractor will perform during data acquisition phase shall comprise

1. Seismic data acquisition as per specifications given under A.10
2. Acquisition of bathymetric data concurrently with seismic data acquisition.
3. Recording of Navigation & Positioning data unambiguously tied with seismic and bathymetric data.
4. Regular delivery of seismic and relevant data to the Company, as and when these data become available.
5. Onboard QC processing during seismic data acquisition as defined in Clause A16.9 of section-II.

NOTE:

- The survey areas are situated in the Eastern Offshore of India. During the proposed survey period under this tender, oil gas field activities near the survey area by other agencies may also go on concurrently. It will be necessary to prioritise the area to avoid interference from such simultaneous activities
- The bidder shall indicate and describe the technology offered in the technical bid.

A.3 SURVEY VESSEL(S)

Bidder may offer any number of vessel(s) fitted with appropriate streamer length as specified in A.10 of Appendix-A of Section-II, source and other equipment as per specification for the purpose of evaluation for each area. The survey vessel(s) should be fully equipped for streamer mode data acquisition and seismic data processing for QC. (i.e., a suitable data acquisition technology with equipment).

The Bidder should clearly indicate the vessel(s) offered for which the offer is submitted. The number of suitable short-listed survey vessels will be communicated to the technically acceptable bidders before the price bid is opened. The bidder will have to ensure deployment of seismic vessel(s) out of short-listed vessels only. The age of the offered vessel should be less than **24 years** on the date of Original bid closing date of this tender.

A.4 ENERGY SOURCE SPECIFICATIONS

Energy source shall be single source for 2D Seismic survey for achieving the geological objectives. Company is interested in considering the applicability of different gun configurations with varying characteristics for the selection of the best gun arrays suitable for the area. **Nominal tow depth requirement for the source for bidding purposes shall be specified by the Bidder.** With each array offered, the Bidder shall indicate the array configuration along with the critical guns.

The nominal pressure and towing apparatus must sustain full array operation at speeds up to 5 knots per hour during routine data acquisition. The gun arrays should have strength as mentioned in A.10 in Appendix-A of Section-II. The source should be controlled through state-of-the-art source synchroniser.

Source signature with regard to peak to peak strength, primary to bubble ratio and frequency spectrum must be furnished along with the Techno-commercial bids as per B.1, Appendix-“B” for different gun arrays offered.

Gun depth, volume and operating pressure shall be recorded in the observer's log at the start and at the end of each line and at shot point intervals not greater than forty (40) shots points. All deviations shall be recorded in the observer's log.

Prior to commencement of regular production work, the air gun array must be charged to working pressure and individual gauge readings at the output side of the distribution will be recorded. The air supply must be shut off and each gauge

monitored over a ten-minute period. Pressure loss in excess of 10% for any circuit must be corrected. These tests must be repeated during the course of the production work on a daily basis and whenever maintenance has been performed or whenever any gun is suspected for malfunctioning.

SOURCE VESSEL

No separate source vessel is required as there are no platforms in the area.

A.5 GUN CONTROL SYSTEM

Computer controlled precise energy source synchronization system is to be kept onboard to control firing of gun arrays and it should be equipped with display arrangement. It should have graphic screen display and various parameter printouts to assist operator to continuously monitor the performance parameter of individual guns. The summary of printouts may provide listings of the offset, delay and error value in milliseconds for all the guns in the system at shot point intervals not greater than forty shot points. The system shall be capable of identifying the firing array and unambiguously tagging correct shot / file number.

A.6. SEISMIC STREAMER

A.6.1 The streamer should be digital type and meet the standards of the Industry. The streamer electronic modules should be capable of digitizing analogue data into 24 bit.

Type of streamer: Digital (Solid/Gel)

Group interval: 12.5 m

All Streamers' sensors should be in good electrical and mechanical condition throughout the period of survey and also should have sufficient back-up facility for normal operation. Contractor should ensure that Sensors in the streamer as well as individual channel response should conform to the manufacturer's specification.

Although data is to be acquired at 12.5 m group interval, but if data is acquired at less than 12.5 m group interval, the same is acceptable provided the raw data is provided to the Company at no extra cost.

A.6.2 The streamer should have adequate number of depth controllers (at discrete interval of not more than 400 m). It should also have lead-in and stretch sections as per standard practice in the industry. Details are to be provided as per Appendix-"B". The streamer should also be fitted with cable compasses (at discrete interval of not more than 300 m) to determine streamer position/shape.

A.6.3 The streamer should be optimally ballasted and should be towed at a nominal tow depth requirement (slanted streamer depth) suited for the broad band data acquisition in deep water 2D surveys for bidding purposes shall be specified by the Bidder with examples of broad band data over conventional

data. Operating streamer slant depth is to be mutually decided by the Bidder. & OIL during project report preparation. The Contractor will take prior approval from Company for streamer towing depths. Depth readings will be recorded every 40th pop or more often.

A.6.4 The receiver locations along the streamer shall be monitored using the state of art cable compasses (placed at discrete interval not more than 300 mts along the streamer) and acoustic sensors networks should be provided. The data from these compasses and acoustic networks will be integrated to provide exact location of each and every receiver groups on the streamer. Provisions should exist to provide hard copy recording of compass values and feather angle at an interval of 40 shots.

A.6.5 Calibrated Depth Transducers shall be deployed at discrete interval of not more than 400 m along the streamers.

A.6.6 Tail buoys should be fitted with RGPS.

Note: Cable compasses may be at an interval not more than 900m in case of fully braced network.

A.7. RECORDING INSTRUMENTS

A 7.1 The seismic data shall be digitally recorded in SEG-D demultiplexed format on IBM 3592 compatible Cartridges and LTO-4 / LTO-5 cartridges. There should not be any deviation from the SEG recommendations.

The cartridges used for recording shall be new only, from one of the best known brands widely used by seismic industry. Sufficient numbers of cartridge drives should be available for uninterrupted data recording.

DATA FORMAT

The offshore seismic data should be recorded in standard SEG D demultiplexed format. The Contractor must provide the byte locations of all relevant information written in external and extended header in a four column ASCII file. The serial number of the word should be reckoned from byte 1 of the general header. Shot and CDP locations in the SEG Y header must be specified and the same location is to be maintained.

POSITIONING DATA

The entire marine streamer positioning data must be in the following formats.

- a) Post processed navigation data : UKOOA P1/90
- b) Raw navigation data : UKOOA P2/91or P2/94

No proprietary navigation data format is acceptable.

All navigation logs along with the line wise processing report of navigation data must be provided to the processor. All navigation edits carried out

onboard should be provided in ASCII files on a DVD/3592 tape as a text or xls files.

The Contractor should provide the description of recording format.

- A.7.2 The Navigation data recorded on cartridges should be in UKOOA format. 'Raw Data' and 'processed' navigation data should be generated / recorded separately on cartridges (IBM 3592 compatible) in the relevant UKOOA P2/ P1 formats. If requested, the above navigation data may also be provided in DVD.

A.8. FATHOMETER

The precision fathometer shall be operated throughout the course of survey and also the data should be recorded along with the navigation data. All fathometer data will be corrected for draft, velocity and tides. Draft and velocity corrections will be clearly mentioned on logs, required for seismic processing. Contractor may have the option to use current and salinity measuring equipment if required subject to MOD clearance during 3D Seismic survey, at no extra cost to the Company.

A precision dual frequency echo sounder with hull mounted transducer is required for observations of water depth.

A.9 NAVIGATION

A.9.1 DIFFERENTIAL GLOBAL POSITIONING SYSTEM (DGPS)

The Contractor shall deploy, maintain and operate as a minimum a Primary and Secondary DGPS based positioning system for the vessel and a complete source and streamer positioning system capable of continuous operation and with a sufficient level of redundancy to enable gross error detection/removal. The Secondary system shall be in its functional elements, including the source of differential corrections, as independent as possible from the Primary positioning system.

Acoustic methods shall be used in combination with DGPS systems and gyro (when required) to establish the centre of source(s) and streamer node positions. All individual acoustic networks (front, mid and tail end) shall be configured with at least two acoustic nodes on each streamer.

Sufficient redundancy shall be included in the integrated design of these systems to allow limited failure of equipment without severely affecting the positioning accuracy. Observation redundancy shall be at least 30% in all sub networks (front, mid and tail end).

A.9.2 VERIFICATIONS

All streamer compasses (in use and spares) shall have a manufacturer's certificate. The compasses must be verified by using an online method of verification using compass data from the short-listed vessel's recent surveys presented to and is accepted by Company prior to commencement of the survey. If a significant bias > 0.5 degrees is detected on a particular compass,

the respective unit should be removed from the survey spread and re-calibrated.

If utilised in navigation data processing, gyro compass shall be verified online using a suitable online verification system (e.g. DGPS baseline or GPS Attitude Determination System).

A.9.3 POSITIONING PROCESSING AND QC

Navigation data processing should preferably be carried out in one integral network adjustment using all available data simultaneously, allowing for determination of statistical properties for all nodes positioned within the seismic spread. The calculation of source and receiver group co-ordinates shall include full statistical analysis including outlier detection and calculation of reliability measures, using the redundancy in the navigation data available.

All position processing and post-processing shall be completed on board. The Contractor will be expected to demonstrate within 24 hours of acquisition to the Company onboard representative that the required accuracy has been met and that all post processing has been finalised.

All final/provisional positioning data and a daily log of all relevant positioning information (e.g. verification checks and results, system malfunctions, signal strength, periods of signal instability, deviations from pre-programmed lines, satellite fix parameters) shall be made available to OIL's onboard representative on daily basis.

A.9.4 WORK / QC STANDARDS FOR NAVIGATION

1. DGPS must derive hardware/software phase smoothened code data by either carrier aided smoothing (CAS) or integrated Doppler smoothing (IDS).
2. DGPS must have an update rate of not more than 4 secs and a latency rate of not more than 10 seconds.
3. DGPS should have an accuracy of (+)/ (-) 5 metres using standard single frequency C/A code equipment.
4. All positioning data at reference stations; monitor/control stations must be logged in **WGS 84**.
5. All data must be time tagged to GPS, time. On the mobile, this time should be used to time tag all positioning, seismic system, etc.
6. All available system QC data must be documented and include an explanation of the derivation of the information. Parameters must be quantified vis-a-vis the required accuracy.
7. As QC criteria, the DGPS computation should be based only on satellites with elevation more than 10^0 and PDOP values shall not exceed 4.

8. All ionospheric and/or tropospheric models and corrections applied must be documented.
9. The relative accuracy of all reference and monitor co-ordinates should be established in terms of WGS 84 to an accuracy of 1.0 metre laterally and 1.0 metre vertically or better.

The Integrated Navigation System shall provide a recorded position for each shot point location. Navigation data shall be identified by date, time, line, and shot point. Unique correlation between Navigation shot point number and seismic shot point number to be maintained.

10. Prior to survey commencement:
 - i) All positioning system equipment shall be calibrated in accordance with the acceptable industry standards. No equipment modifications, exchanges, or repairs will be made without informing OIL once the survey commences.
 - ii) All necessary spare parts, operation and maintenance manuals, pre-plots, overlays, navigation charts, etc. shall be annotated with the co-ordinate system employed (Geodetic datum, Ellipsoid grid system, Projection, Central meridian, Standard parallels/origins, False Northing/Easting).
11. The correlation of shot point nos. and seismic record nos. should be continuous. Whenever a mismatch occurs, it should be recorded and reconciliation between shot points and seismic file nos. is to be maintained.
12. While OIL accepts that, as DGPS is a stand-alone system, there is some risk of downtime due to system manipulation. All other system downtime due to lack of differential signals and equipment failure of all kinds will be the responsibility of the Contractor. Downtime for the seismic crew due to DGPS non-space segment problems (e.g. equipment failure, lack of redundant link etc.) will under no circumstances be chargeable to OIL.

A.9.5 REPORTING

Prior to mobilization for the Survey, the Contractor shall present for agreement of OIL and for reference by the OIL's onboard representative, a documented strategy to achieve the required positioning accuracy. The plan shall as a minimum comprise of:

- Description of equipment
- Calibration and QC procedures
- Equipment spares levels
- Observation redundancy levels
- Acceptance criteria,
- Methods to assess network reliability

After mobilization, the positioning strategy document shall be updated with actual equipment to be used and serial numbers, offset diagrams giving

relevant offset measurements from the applicable reference point(s) and calibration/verification results.

After having received survey details, Contractor shall submit preplot maps and listings to OIL for approval within 5 working days.

A.9.6 CO-ORDINATE SYSTEM DEFINITION

OIL will provide Contractor with the coordinate system parameters relevant to the survey. These shall be reflected in the pre-plot maps and listings to be approved by OIL before commencement of the survey.

A.10. PRINCIPAL PARAMETERS OF SEISMIC SURVEY

2D Broadband seismic reflection survey shall be carried out with the following minimum principal parameters using digital streamer in S1 & S2 Area

Sl. No.	Description	2D Seismic Broadband S1 & S2 Area
1	Streamer Configuration	
	Type of Streamer	Digital (24-bit digitization) –(Solid/Gel)
	Number of streamers	01
	Length of streamers(m)	10000
	Group interval (m)	12.5 m
	Streamer separation	N/A
	Shot interval	50 m
	Streamer Depth	Variable depth of streamer to be decided with the successful bidder.
	Nominal Near Offset (m)	150m or minimum possible
	Acceptable Cable Feathering.	+/- 10 degree or as accepted by OIL
2	Source Configuration:	Single source
	Number of sub arrays per gun	>=3
	Gun depth	5m (+/- 1 m)
	Pressure (psi)	2000

	Source Strength P-P	>100 bar-m or more (filters: out-128 Hz/ 72 dB per octave
	Source P/B Ratio	> 15:1
	Frequency spectrum	06-90 Hz within 12dB
	Source separation	N/A
3	Nominal fold	100
4	Record length (sec)	10
5	Sampling Interval (ms)	2
6	Bin size	N/A
7	Shooting Direction	Along 2D Seismic lines

NOTE: In case Bidder's specifications are better/higher than the tender requirement, the same shall be acceptable to OIL.

Contractor shall carry out survey design and evaluation exercise to re-validate / fine tune the above acquisition parameters, immediately after the award of LOA.

Modeling results along with project report should be presented at OIL premises before mobilization of the vessel to Indian offshore to conduct the survey on agreed parameters.

POLARITY

Polarity shall be in accordance with SEG specifications. A compression shall be recorded as a negative number on tape and produce a downward displacement of the monitor waveform. Prior to commencement of the work, the polarity shall be checked for all traces. A Polarity check shall be repeated each time a streamer sections is repaired or replaced before the work is resumed.

A.11 OFFSET DISTANCE

Offset distance between the centre of the gun array and the nearest receiver group should be as short as possible without increasing noise. The offset should be multiple of the group interval.

A.12 DETECTOR DRIFT

Maximum feathering allowed is **10 degrees** on a line with reference to the line of traverse. However, OIL's representative can relax this limit considering the local environmental conditions. Streamer tracking data may be continuously recorded. Feathering data should be taken and logged at the start of every line and every 40 (forty) shots thereafter on observer's log.

A.13. OVERLAP

In case of interrupted lines and extended lines the data shall be recorded in such a manner that subsequent processing of combined data batches will yield continuous full fold sub-surface coverage and bins filled as per clause A.16.3 of section-II at no extra cost to OIL.

A.14 PLAYBACK MONITOR RECORD

Provisions of playback of records should be made available to OIL's QC representative as and when asked.

A.15 SPREAD GEOMETRY DIAGRAM

A spread geometry diagram showing antenna position, detector position, shot position, shot depths and offset should also be submitted along with each data shipment. If parameters change, additional spread geometry diagram shall be submitted showing changes with effective time, day and shot point of the line on which such changes are introduced.

A.16 WORK STANDARDS

A.16.1 GENERAL

Prior to commencement of data acquisition, the following must be satisfied:

- a) DGPS positioning health check and gyro (or equivalent heading sensor) calibration are done. The Contractor shall either carry out the GPS health check and navigation calibrations at a port (while the vessel is alongside) in India or submit detailed report of navigation calibrations/ health check carried out by a third party recently. However, OIL reserves the right to get the calibrations/ health checks repeated at an Indian port.
- b) All recording instruments to be proven to be functioning to manufacturer's specifications.
- c) Prior to commencement of regular production work and at intervals mutually agreed upon, all equipment tests and procedures specified by the manufacturer are to be performed by the Contractor and the results be delivered to OIL's representative. Also, the following tests are to be done before the start of survey or whenever some streamer sections/ electronic modules are replaced.
 - 1. All equipment tests as mentioned above
 - 2. Noise & Polarity test (before start of each line)

The test performance of all equipment should conform to the recommended specifications of the manufacturers.

- d) Before commencement of the survey, all equipment tests should be performed onboard. Deficiencies in the test reports, if any, shall be corrected and verified before work commences. During the Survey, all the tests shall be performed and analysed periodically as per user manufacturer's

specifications for satisfactory recording of data. The test cartridge and processed results so generated shall be supplied to OIL.

- e) Adequate stretch section will be provided at the front and rear end of streamer to minimize cable jerk. Prior to start of survey, tests shall be performed to determine the best combination of propeller pitch and RPM to minimize ship's induced noise.
- f) Cable noise will be monitored and recorded on the cartridge within one km. of the start and end of each line or at any other time if requested by OIL's representative. This noise record will be taken with the instrument switches set as for production. On one channel an oscillator signal of amplitude approx. equal to the maximum permitted noise [rms amplitude equal to 7 microbar x cable sensitivity (micro volt/microbar)] will be recorded for reference purposes. Playbacks of these records will be made in fixed gain such that the camera traces have sufficient amplitude to enable noise measurement to be made. These noise strips will be annotated with date, line no., propeller rpm and pitch, boat speed, sea state and direction. The average noise level and any anomalous group will be noted on the observer's log. Streamer noise will be given in micro-bars RMS and measured over the full recording cycle with recording filters and with the streamer at the specified tow depth.
- g) At the operating depth the ambient cable noise shall not exceed seven (7) micro-bar rms for a group length of 12.5m. For groups closer than 250 m from the vessel and for three groups nearest to the tail buoy, the ambient cable noise may exceed the specification, but should be within 14 micro-bar rms. The maximum noise levels for groups adjacent to depth controllers shall not exceed 14 micro-bars rms. For shallow water area (if any) where the streamer needs to be towed at shallower depth, the ambient cable noise permissible is upto 20 micro-bars. All groups that fail to meet the above specifications will be regarded as bad and will be marked as such on the Observers' log. Higher noise levels due to factors beyond the Contractor's control (e.g. nearby seismic operations, drilling activity or adverse weather conditions) may be acceptable but only at OIL's representative's discretion. All such instances will be fully documented on all relevant observers' logs.

As a general guideline, average swell noise of up to 25 μ bar on 5% of shots per line for less than 2 seconds duration may be tolerated. Effects of swell noise will be evaluated using onboard QC system. Higher swell noise levels may be acceptable subject to OIL QC Representative's approval.

Coherent noise shall be assessed according to the following:

- Amplitude of the interfering signal
 - Duration of the noise
 - Repetition and synchronization of the interference
 - Moveout of the interference
- i) Constant interference up-to 10 μ bar may be acceptable up to a maximum duration of 4 seconds.
 - ii) As a general guideline, coherent noise should not exceed the following limits:

Noise coming from astern and ahead of the streamer:

Slope	Max. Noise (μ bar RMS)
	12.5m group
More than 300 msec / km	28 μ bar
150-300 msec / km	14 μ bar
0-150 msec / km	6 μ bar

Coherent noise sources should be identified and logged. Action should be taken to ensure shot to shot timing differentials of the noise exceed 500 msec. Coherent noises that consists of horizontal reflected energy from the acquisition vessel is to be exempted from the specification.

Noise coming from the beam (or side) can be particularly harmful and difficult to deal with in processing. In general terms, only low levels of interference from the beam may be accepted for short duration within a record. In these situations, the use of onboard QC/processing systems are necessary to fully evaluate the effects on the data.

- h) The streamer will be balanced for neutral buoyancy. This will be checked prior to the start of survey to ensure that it runs at the specified operating depth with the boat steaming at normal shooting speed.
- i) The birds will be displaced as far as possible from section hydrophones to minimize noise. The operation of the birds will be checked on deck before deployment.
- j) Noise record shall be taken both on cartridge and monitor record before start of line and after end of line.
- k) Standard instrument tests as specified by manufacturers shall be carried out daily. Deficiencies must be corrected and verified before work commences.
- l) Streamer continuity and leakage tests shall be done before start of each line
- m) During 2D Seismic data acquisition, the track of the vessel(s) shall be maintained in such a way that the cross distance from the pre-plot line remains within ± 10 mts. However onboard QC representative may allow deviating from the track to avoid subsurface or surface obstruction.

A.16.2 ACQUISITION PROCEDURES and MINIMUM LINE LENGTHS

- Line run-in distance shall be sufficient to ensure there are no residual noise or turn effects present in the streamer shape and that the gyro compass has had time to settle. In any case in the absence of physical constraints, the minimum run in distance shall not be less than the length of tow (unless constraints by physical obstacles e.g. bathymetry).

Note that far offsets will be required at the edge of the survey full fold area and binning criteria must be met right up to the edge of the survey.

- Guns will be fired in sufficient time prior to start of line to allow for warming up and tuning.
- In area where Cetacean activity is of concern, a phased start-up of the guns shall be implemented on the run-in to line such that output is increased progressively in sufficient time prior to start of line.
- Line run outs to achieve full fold coverage are required at the end of each line and should not be less than $\frac{1}{2}$ active streamer lengths plus $\frac{1}{2}$ sources to near trace offset.
- As far as possible all lines shall be recorded in one pass.
- Any line terminated within a distance equivalent to the streamer length from the start point shall be re-acquired in its entirety (except for in-fill lines).
- Unless otherwise dictated by operational constraints the maximum number of allowable line segments per line shall be:

Line length < 20 Km: 2 segments

Line length 20-35 Km: 3 segments

Line length 35-50 Km: 4 segments

Line length > 50 Km: by agreement with QC representative

- Any line re-shoot shall be recorded in the same direction as the original line.
- All efforts will be made to ensure that infill recording is acquired in the same direction as the primary line.

A.16.3 QUALITY CONTROL SYSTEM-SPECIFICATION & STANDARDS

- a) The system should have sufficient disc memory and capable of dividing the survey area into the requisite storage bins, and store all offset coverage in a permanent grid database.
- b) The system shall be capable of providing hard copies of partial and total grid coverage plots or listings in order to determine whether or not sufficient offset coverage has been obtained. The system shall provide a track plot of cable midpoint angles throughout a line.
- c) The system shall have the ability to recalculate the grid data if cable compass or navigation data is found to be below specifications or if particular lines are to be added or subtracted from the database. OIL has the option of not adding the data to the grid base after a line has been shot.
- d) The system should allow for dividing the streamer into a minimum of 4 segments and furthermore shall have the capability of verifying that the specified offset distribution has been achieved.
- e) Facility for automatic rejection of bad compasses in real time should be available.

- f) The system shall be capable of providing a display in real time of the mid-point distribution of reflection points from each streamer segments.
- g) All mid-point coverage data shall be recorded on cartridges in case of a failure within the data base storage system.
- h) Work shall not commence or continue on any line if the Gyro compass or equivalent heading system is not operational.
- i) Out of 20 compasses in streamer (streamer length 10,000 mts, pro-rated for shorter or longer or streamer length) a minimum of 15 shall be operational at all times when data acquisition is taking place. Of these 15 compasses, one each shall be at the near and far ends of the streamer.
- j) Manufacturer's specifications of all cable compasses shall be verified prior to and on completion of the survey to establish individual compass bias. Compasses exhibiting dynamic biases in excess of 0.5 degrees shall be considered bad and shall not be used.
- k) A cable compass shall be considered bad if it gives more than five successive bad values or more than 15% of its reading are bad on any one line.
- l) Swell Noise of up to 25 micro bar can be tolerated if appearing on less than 5% of shot records on any line and is less than 2 seconds in duration.

A.16.4 WORK SHALL NOT COMMENCE ON ANY LINE IF:

- a) More than ten (10) traces per streamer for streamer length 10000 mts are bad. (pro-rated for longer or shorter cable configurations).
- b) Less than 15 depth detectors functioning for 10000 metres long streamer (prorated for longer or shorter cable configurations).
- c) Streamer depth varies more than 1 mtr from the chosen depth.
- d) Less than 15 compasses are functioning for 10000 metres long streamer (prorated for longer or shorter cable configuration) or any two adjacent compasses are not functioning.
- e) Streamer drift exceeds **10 degrees**, unless authorized by OIL's representative.
- f) Ambient noise is not reduced to the lowest level consistent with existing sea conditions.
- g) Instrument noise exceeds manufacturer's specifications.
- h) Noise due to electrical source (e.g. 50/60 Hz. Picked up from ship's generator) is present. This should be eliminated without the help of notch filter of the recording unit.
- i) Energy source is operating below normal operating pressure or array volume is less than 90%.
- j) DGPS is not providing desired accuracy.
- k) Onboard single trace recorder or equivalent system is inoperative.
- l) Monitor Camera or equivalent QC system is inoperative.
- m) Fathometer is inoperative.

A.16.5 WORK SHALL NOT CONTINUE ON ANY LINE IF

- a) More than 2 adjacent groups or more than 10 random groups per streamer for 10000 mts long streamer (prorated to longer or shorter streamer length) are bad-
- b) More than 2 adjacent depth detectors are not functioning.
- c) Reduction by more than 15% of either volume and 10% of normal operating pressure of airgun system.
- d) More than 2 adjacent guns of similar volume or any critical gun are not operating.
- e) Auto firing of any gun occurs or the gun controller is malfunctioning.
- f) Fathometer is inoperative for more than one hour
- g) Onboard single trace recorder or equivalent system becomes inoperative for 30 minutes
- h) 6 consecutive recordings are missed/bad
- i) More than 5% cumulative shots are bad while shooting on any line -
- j) Differential Global Positioning System not functioning properly and providing the desired accuracy.
- k) The streamer depth varies more than 1 mtr from the chosen depth
- l) Streamer drift exceeds 15 (fifteen) degrees relative to line heading unless authorized by OIL's representative onboard.
- m) More than 2 adjacent compasses are not functioning.

A.16.6 THE FOLLOWING ARE CONSIDERED AS BAD SHOTS:

- a) Auto firing of the guns
- b) Firing time of guns varying by more than ± 1 millisecond
- c) Loss of more than 15% (fifteen) of array volume
- d) Pressure drop of more than 10% (Ten) of normal operating pressure
- e) Parity errors in a shot exceeding the manufacturer specifications.
- f) Sync errors present
- g) Non-recording of positioning data
- h) Non-recording of data on cartridge for any reason whatsoever
- i) Data recorded with incorrect instrument settings
- j) Loss of positioning data
- k) Poor correlation between signatures from individual source array.

A.16.7 THE FOLLOWING ARE CONSIDERED AS BAD GROUPS

- a) Groups having leakage value less than 500 K
- b) Groups which are dead/no response
- c) Groups which are intermittent/sluggish/spiky response

- d) Groups for which noise exceeds the limit specified in A.16.1
- e) Groups not showing coherency w.r.t. adjacent trace (greater than +/- 6 db variation).
- f) Groups which show reverse polarity

Note: Work standards may be relaxed by OIL's representative in exceptional circumstances without sacrificing data quality. In case Contractor's work standards are better than enumerated above, the same will be acceptable to OIL.

A.16.8 SEISMIC DATA ACQUISITION - QUALITY CONTROL MEASURES:

The following conditions will apply when recording seismic data using the 2D technique and will take precedence over relevant specifications in Appendix-"A".

- a) Contractor shall supply 2D Seismic Quality Control (QC) system that offers real time monitoring of sub-surface midpoint coverage. The hardware and software shall provide continuous monitoring of vessel positioning and a continuous recording of all auxiliary data, which shall include but not limited to items such as cable compasses and acoustics. This information, which will specifically include but not limited to, cable compass data and acoustic data and shot point number shall be received by QC system for requisite geometrical sub-surface, surface position, midpoint calculation and data logging.
- b) The QC system shall perform calculations of sub-surface coverage on an orthogonal grid system using the UTM projection. After definition of the Spheroid parameters and the projection of the grid, the system shall monitor CMP for 2D Seismic data. Complete grid coverage shall be kept on hard disk with back up. QC displays shall be monitored in real time and in order to maximize the data acquisition efficiency shall include the following online and real time displays or print outs:
 - Midpoint coverage displayed on a CRT monitor or QC system
 - Total and partial grid display on plotter or CRT
 - Compass/acoustics statistics printout, which shall be available at the end of each line. These statistics shall include the individual mean and standard deviations. In addition, the average feather angle and the midpoint angle for entire line shall be printed in the statistical list. Printouts of required statistics should be printed on demand.
 - Coverage prediction utility for planning subsequent lines or infill lines in CRT or QC system
 - CRT or QC system displays shall be output to a printer for hard copy as required. Contractor shall make available an edit facility

to remove bad traces or shot points that have poor quality (e.g. bad navigation, misfires and files not recorded).

A.16.9 SEISMIC DATA ACQUISITION ON-BOARD QC PROCESSING SEQUENCE:

Following are the tentative onboard QC processing flow suggested:

- Input Data: SEG-D field seismic data and P1/90 Navigation data
- Field Trace / shot edits
- Seismic Navigation Merge
- Source Signature and de-bubble – zero phase operator
- Removal of recording delay – if any
- Gain Recovery
- Tidal and Gun & cable static application
- Filters: Low cut and high cut or Time variant
- Noise Attenuation (Swell Noise, Random noise, Linear Noise, direct arrivals, dispersive noise and any other noise)
- Velocity Analysis – every 2 km one cmp line of each sail line
- Brute Stack – one cmp line for each sail line
- Near Trace Cube (2 – 4 fold) generation

A.17 PROCESSING OF NAVIGATION DATA (POSITIONING DATA)

A.17.1 Final processing of all positioning data to P1/90 and preparation of post plots shall be done onboard by the Contractor as per standard practice in the Industry at no extra cost to the OIL.

A.17.2 Both raw and processed Navigation data should be supplied to OIL at no extra cost.

A.17.3 The following output shall be supplied to OIL at no extra cost:

2D SEISMIC:

- a) The prints of post plots (separate for S1 & S2 area) as per normal practice in the industry in two different scale as given below:
 - 1: 100,000
 - 1: 250,000
- b) Raw and processed navigation data are to be in UKOOA P2/91 or 94 and P1/90 format in WGS-84 spheroids on tape/cartridge and DVD/hard disk along with a copy of the format.
- c) Raw navigation data in P2/91 or P2/94 format and final processed source-receiver positions in P1/90 format shall be project deliverables.
- d) Cross point listing of the lines to be provided.

A.18 MAPPING STANDARDS

2D SEISMIC:

All reduction and post-plotting of navigation data shall conform to the following:

- | | |
|---------------------|--|
| 1. Reference point | : Geometric centre of source array |
| 2. Geodetic datum | : WGS-84 |
| 3. Mapping system | : Universal Transverse Mercator |
| 4. Central Meridian | : As per the location of the area to be surveyed |

A.19 OBSERVER'S REPORT

Along with seismic and navigation data of each seismic line, the Contractor should deliver necessary QC information, support documentation, test data and field processing recommendation to the Company so that processing of the seismic data may be carried out in a timely manner. This shall include (but is not limited to) all information specified in this Section. For example, Streamer diagram, geometry of antenna, seismic-energy source and streamer, water depth, gun depths, operating pressure, volume and tail buoy bearings, etc. This information shall be a project deliverable.

Observer logs should as a minimum contain the following information:

- a) Contractor and vessel name
- b) Type of Data Acquisition
- c) Client project number and line number
- d) Line heading
- e) Date
- f) Tape number(s) and corresponding tape-drive identifier
- g) Shot point and file numbers (if applicable)
- h) Number and time of first and last shot point on
- i) Number and time of first and last acceptable shot point (if different)
- j) An indication of test and noise records
- k) An indication of misfires, stating the reason
- l) Any change in the bad traces in the configuration
- m) Average feathering angle (as defined by the tail-buoy) at the SOL and EOL
- n) Weather and sea state, during changes and at the SOL and EOL
- o) Average water depth at the SOL and EOL
- p) Any change in recording parameters where applicable

A.20 TAPE LABELS

Tape labels shall be used, which as a minimum contain the following information in a readable form:

- a) Contractor and Company logo
- b) Vessel Name
- c) Block / Area name (PEL/NELP / OALP / NSP)
- d) Area or survey name
- e) Type of Data Acquisition
- f) Line number in full, including prefixes and suffixes
- g) First shot point number
- h) Last shot point number
- i) First file number
- j) Last file number
- k) Data format
- l) Recording date
- m) Cartridge number
- n) Sampling Interval
- o) Record Length

A.21 TAPE TRANSMITTAL PROCEDURES

At the earliest opportunity, or as requested by OIL, Contractor shall ship the first copy of all data tapes to a processing centre or tape archiving facility designated by the OIL. Once the first copy is considered to have been read successfully, Contractor shall ship the second copy of the data tapes to the centre designated by OIL.

Contractor shall remain responsible and accountable for safeguarding the data, until the second tape copy has been delivered at its destination.

Cartridges containing only rejected lines or line segments shall be marked 'DNP' or 'Do Not Process'. DNP tapes should be included in the data shipments so that no confusion is possible about missing tape numbers. DNP tapes should be copied if they contain data.

An electronic and paper copy of a tape transmittal form duly verified by OIL onboard representative shall accompany all tape shipments. A further electronic copy of the transmittal shall be sent by e-mail to OIL at the time of the data shipment. The electronic copy shall be tabulated with one row for each tape. The transmittal form should show, the tape identifier number, with file and shot-point ranges for each tape, and highlight and rejected tapes as 'DNP' or 'Do Not Process'.

A.22 GENERAL WORK STANDARDS

A.22.1 PURPOSE

The work standards set forth earlier are intended to provide a reasonable minimum standard of reference for Contractor's work performance. However, the Contractor may suggest better work standards prior to commencement of survey for consideration by OIL.

A.22.2 SHUTDOWN OF OPERATIONS

OIL's representative may request cessation of recording operations at any time if in his opinion Contractor's work performance or data acquisition is not as per specifications covered in this Contract.

A.22.3 MODIFICATION OF SPECIFICATIONS

Any alteration or modification of these specifications shall be done only with the prior approval of OIL.

A.22.4 COMMUNICATION

Contractor shall keep OIL's onboard representative fully informed at all times and maintain continuous, effective two-way communication between the survey vessel/work area and OIL.

A.22.5 DATA ACQUISITION

At all times while survey is under way, Contractor's operator shall ensure that all recorded data are readable, accurate and properly annotated.

A.22.6 DAMAGES TO INSTALLATIONS / ENVIRONMENT

Contractor should ensure that no damage of any sort occurs to the existing surface/sub-surface installation in and around the area of survey including the environmental damage.

A.22.7 AUTHORITY OF MASTER OF VESSEL

Nothing in these work standards shall be construed as to over-ride the authority of the Master of the vessel with respect to his responsibility for the safety of the vessel and all survey equipment and the health and wellbeing of its employees.

A.22.8 HEALTH, SAFETY AND ENVIRONMENTAL

Contractor shall ensure that all operations undertaken within this Contract are conducted in a safe and responsible manner. The HSE standards employed shall conform to those normally accepted in the offshore industry and shall, as minimum, comply with all IAGC and E&P forum guidelines.

All helicopters hired by the Contractor must be AS4 compliant along with AIS transponders installed.

HSE exhibit provided in **Appendix A3** broadly defines the HSE requirements.

A.22.9 Final Seismic Acquisition Project deliverables

CONTENTS	Format
1. Field data	
Raw seismic data	SEGD
Shot Gathers after Seismic and Navigation Merge	SEGY
Tidal statics /Table	ASCII
Far Field Gun Signature	ASCII
Near hydrophone Gun signature	ASCII
2. Navigation data	
a) Raw nav data (P2/94 or P2/91)	ASCII
b) Processed Nav data (P1/90)	ASCII
3. QC Data	
Brute stack – one per sail line	SEGY
Picked Velocity used for Brute Stack	ASCII / requested format
RMS Plot – one each sail line (shot vs ch# vs amplitude)	SEGY
LMO plot for 2D Seismic	SEGY
4. Reports and Daily Logs	
Observer Logs/reports – one per sail line	Word / PDF
Navigation Log /reports – one per sail line	Word / PDF
Operation report: which include Observer, navigation, Onboard Quality control and other departments	Word / PDF
Daily progress Report	Word / PDF
Consolidated daily reports	Word / PDF

Monthly Production Certificates	Word / PDF
5. Others	
SEG-Y wire frames for all the deliverables as applicable for data loading in Industry standard software packages.	Word / PDF
Block / Area completion certificates	Word / PDF
Pre and Post Plots maps at appropriate scale	Maps
Bathymetry Report	Word / PDF

Any other deliverable which is not mentioned in above list but deemed necessary will be part of deliverables without any additional cost to OIL. The no of copies of each deliverables as mentioned in appendix H of section II.

NOTE: The technical specification and work standards mentioned in Appendix-A are minimum requirement. In case Bidder's specifications and/or work standards are better / higher than the tender requirement, the same will be acceptable to OIL.

1. SEISMIC DATA PROCESSING

- 1.1 **Objective:** The seismic data processing is required mainly to delineate geologically complex features and to identify the structural, strati-structural plays & reservoir distribution pattern in Tertiary, Cretaceous or deeper section. The seismic data shall be processed to bring out better imaging of structures, faults and details of stratigraphy, lithology and internal variations of seismic sequences at both deeper and shallower levels. It is envisaged that adequate velocity analysis to get a suitable velocity model for PreSTM / PreSDM migration would be the key to seismic data imaging.
- 1.2 The Successful Bidder shall carry out processing of 2D seismic data in India, using the State-of-the-Art software and hardware facilities available in the Geophysical industry. The Successful Bidder shall ensure that an expert team of Geoscientists shall be engaged to carry out entire data processing work.
- 1.3 The Successful Bidder shall carry out detailed tests of processing parameters so that optimum sequence / parameters can be firmed up. The tests need to be carried out as per industry standards. It is envisaged that such test processing will be done on **about five (5) percent (selection of 5% data will be done in consultation with OIL)** of total data volume, separately for each area which will be identified in consultation with OIL representatives. The parameter testing should be comprehensive for entire processing sequence with adequate QC checks. The Processing parameters will be finalized on the basis of results of test processing after mutual discussions and consent from OIL representatives.
- 1.4 The Successful Bidder shall submit a report on the test processing for finalization of production processing parameters for complete data set. The following **tentative processing** sequence is envisaged for preserved/ true amplitudes processing of the seismic data; however, the actual sequence will be determined after completion of test processing in consultation with OIL representatives. It is also required to match the processed seismic data with available well information before the final processing is completed.

2. PROCESSING WORK FLOW

2.1. 2D Seismic Time Processing /Imaging sequence:

1. Input of SEG-D Field Tape at 2ms,
2. Field edits, tidal static update in seismic header and Seismic Navigation Merge
3. **OUTPUT:** Nav Merge Shot gathers (SEG-Y) and tidal table/static in text format
4. Bad Trace and shot edits.
5. Despiking – any spurious spike / noise attenuation

6. Trace and Shot interpolation (where ever possible): to recover field edits and bad trace and shot edits
7. Designature to zero-phase wavelet and bubble pulse attenuation
8. Tidal static application and gun and cable static
9. Low cut and high cut filtering
10. Amplitude Recovery
11. Noise Attenuation
 - 11.1. Multiple passes of Swell Noise Attenuation in shot and any other domain
 - 11.2. Direct Arrival Noise Attenuation – Applicable for shallow water
 - 11.3. Linear Noise Attenuation
 - 11.4. Seismic Interference (if any) attenuation
 - 11.5. Other noise attenuation – ship noise, cable noise, debries noise etc.
 - 11.6. Receiver and Source De-ghosting for broadband process & datuming to MSL
12. Multiple Attenuation
 - 12.1. 2D Seismic Surface Related Multiple Elimination or Taup decon or combination of both
 - 12.2. Velocity Analysis at 2km and velocity field build up to avoid mis-ties.
 - 12.3. High Resolution Radon Demultiple
 - 12.4. Remnant noise and Multiple Attenuation
13. **Output:** Shot gathers after removal of amplitude recovery and demultiple velocities
14. Inverse Q Compensation (Phase Only) – if required
15. Time Variant Filter – if required
16. Removal of Applied amplitude recovery
17. Offset distribution for migration preparation – pre migration offset gathers (inclusive of any required interpolation or noise attenuation)
18. Migration Velocity Analysis:
 - 18.1. Isotropic Kirchhoff PreStack Time Migration with smooth demultiple velocity field
 - 18.2. Migration Velocity Analysis at 1km and velocity field build up to avoid mis-ties

- 18.3. Isotropic Kirchhoff PreStack Time Migration with smooth updated velocity field
- 18.4. Anisotropic Migration Velocity Analysis – Vp and Interval Eta field at 500m. Velocity field build up to avoid mis-ties
19. Anisotropic Kirchhoff PreStack Time Migration – optimal dip and aperture
20. **OUTPUT:** Migrated Gathers after NMO reversal (SEG Y), Vp and Eta in required format
21. Post Migration Velocity Analysis: every 250m and velocity field build up to avoid mis-ties.
22. Post Migration Demultiple or noise attenuation – if required.
23. Stack and Angle stacks: Mute & full Stack and Angle stacks (3-5)
24. Generation of AVO attributes (Intercept, Gradient, Product, Fluid Factor)
25. **OUTPUT:** Final PreSTM gathers, Angle stacks and full raw Stack, Post migration Velocity field (text and SEG Y both)
26. Final Stack
 - 26.1. Post stack Noise Attenuation – if required
 - 26.2. Post stack decon – if required
 - 26.3. Time Variant Filter, Low cut and high cut filter – if required
 - 26.4. Spectral Balancing/amplitude recovery: Inverse Q Compensation (Amplitude Only) or any other suitable method– if required
27. **SEG Y OUTPUT:** Final Stack

Notes:

Standard Quality control outputs are required for every application mentioned in processing sequence.

Processing sequence should be considered inclusive of seismic data sorting/transforming in various domains as and when required.

2.2. 2D Seismic Depth Processing /Imaging sequence (Optional):

1. Data Input: offset gathers from step 17 from time imaging workflow (pre migration offset gathers) and PreSTM migration velocity field
2. Initial velocity model Building
Initial velocity model is generated from PreSTM velocities, converted to interval velocity in depth followed by spatially smoothing.
3. Velocity Model Iteration (up to 5 iterations)
 - 3.1. First iteration

- Isotropic Kirchhoff Pre-stack Depth Migration
 - CMP gather pre conditioning
 - Tomographic Velocity update – every 100m
 - Velocity field build up to avoid mis-ties
 - Test Lines confirmation
- 3.2. Second iteration
- Anisotropic Parameter Analysis (epsilon and delta), well calibration (if available), horizon guided anisotropic property distribution
 - Anisotropic Kirchhoff Pre-stack Depth Migration (TTI)
 - CMP gather pre conditioning
 - Tomographic Velocity update –every 100m
 - Velocity field build up to avoid mis-ties
 - Test Lines confirmation
- 3.3. Third to fifth iteration (minimum four and if required fifth iteration)
- Repeat steps as in second iteration
 - Test Lines confirmation after each iteration.
4. Final Migration
- Data Input: Final Velocity Model and offset gathers from step 17 from time imaging workflow (pre migration offset gathers)
 - Final Anisotropic Kirchhoff Pre-stack Depth Migration (TTI)- optimal dip and aperture, depth step and output depth
 - Sort to cmp domain
 - **OUTPUT:** CMP gathers after NMO removal, Each iteration Final Velocity models in required format (inclusive of Anisotropic property)
5. Post Migration Velocity Analysis: every 250m and velocity field build up to avoid mis-ties.
6. Post Migration Demultiple or noise attenuation – if required.
7. Stack and Angle stacks: Mute & full Stack
8. **OUTPUT:** Final PreSTM gathers, Full Raw Stack (SEG-Y), Post migration Velocity field in required format
9. Final Stack
- Post stack Noise Attenuation – if required
 - Post stack decon – if required
 - Time Variant Filter, Low cut and high cut filter – if required
 - Spectral Balancing / Amplitude recovery: Inverse Q Compensation (Amplitude Only) or any other suitable method– if required
10. **SEG-Y OUTPUT:** Final Stack

Notes:

Standard Quality control outputs are required for every application mentioned in processing sequence.

Processing sequence should be considered inclusive of seismic data sorting/transforming in various domains as and when required and time to depth or depth to time conversion as and when required.

Close interaction of OIL Quality Control personnel or experts identified by OIL during finalisation of processing parameters for PreSTM and PreSDM processing will exist. The

OIL representatives and experts shall actively participate in examining diagnostic displays and in selecting processing parameters.

3. QUALITY CONTROL AND PARAMETER TESTS

3.1 Quality Control of data processing is the responsibility of the Contractor. As part of the contract, Contractor should include a complete set of quality control techniques that shall supplement the various quality control steps outlined below. OIL requires that the final processed seismic data volume should be available in time and should be free of all geophysically significant errors. Required deliverables will include all necessary QC information, support documentation, test data and processing recommendations. Failure to supply the requisite deliverables will be rectified by OIL at Contractor's cost.

3.2 QC products to be generated for quality checking and for selection of processing parameters shall include, but not limited to:

- a)** Display of every 25th shot record to check bad/ noisy traces for editing
- b)** Edited shot display (every 25th) after auto editing/ de-spiking
- c)** Display of S/N ratio, RMS amplitude of a selected window encompassing zone of interest
- d)** Navigation Merging with Seismic
 - Source-receiver distance printout/gun firing sequence verification/source-cable shape plot, first break analysis.
 - Near trace gather generation.
- e)** Plot of source signature and selected traces before and after signature deconvolution (digital source signature in ASCII file)
- f)** Plot of Amp & power Spectrum before and after application of a process on gather and stack data as desired by OIL.
- g)** Gather/Stack plot (RAP) to see efficacy of geometrical spreading/exponential gain/offset dependent gain before and after the application of gain.
- h)** Standard Deconvolution test panels with appended auto-correlogram on stack and gather modes
- i)** PSTM corrected gather display at intermediate locations of velocity analysis points
- j)** Mute panel display
- k)** Panel display for TVF selection

3.3 OIL representatives will verify the Quality Control methods used by Contractor. To achieve this objective, Contractor will allow OIL representatives timely access to the data. The examination of the data for evaluation is to be done on a workstation and real data access will be provided to OIL representatives. Facility should exist to take screen dumps, whenever required.

- 3.4** Quality Control: As part of the contract, detailed quality control procedures applicable at different stages of processing supplementing the QC measures shall include but not limited to those given in 6.2 above. All necessary QC and/or diagnostics such as data display (e.g. field records, test panels, stacked sections, time slice etc.) and impulse response of operators (e.g. migration, etc.) with associated amplitude spectrum will be made available. A near trace cube selected shot displays near trace plots of every CMP lines shall be available. Provision must exist to copy out full fold crossline data set at the time of Navigation/seismic merge. This data set will be used to get a cross line QC perspective at key junctures later in the processing stream.
- 3.5** Parameter Testing: All necessary and sufficient testing shall be performed to determine optimum processing parameters at every stage of the processing sequence. Testing, in general, will be conducted at different locations to be selected by OIL. For production of representative sections, the preliminary processing flow would be decided in consultation with OIL's representatives.
- Parameter testing for processing sequence shall include, but not limited to the following:
- a) True Amplitude Recovery to optimize full trace amplitude balance.
 - b) Tests with different flex binning options.
 - c) Pre-stack Deconvolution tests
 - d) Pre-stack multiple attenuation/noise attenuation
 - e) Mute Testing: Front end, top mute as well as inside trace mute tests
 - f) Post stack random noise attenuation tests
 - g) Q Compensation (both amplitude and phase).
 - h) Post stack deconvolution and spectral balance tests
 - i) Non-aliased cross-line interpolation (from 25 m to 12.5 m)
 - j) Trace interpolation tests for various dip ranges.
 - k) Comparison of in-line and cross-line sections and along arbitrary line passing through well
 - l) Migration tests in 2D Seismic data set upto five (5) migration velocity percentages.
 - m) Filter and scaling tests.
 - n) Residual Amplitude compensation (RAC) space varying option if required.

Note: All outputs should be relative amplitude preserved.

- 3.6** OIL at its option may request additional or extra QC displays to be produced. Any other testing requirement and displays on data as requested by OIL representatives should be performed. The Contractor shall make provision for OIL taking any additional intermediate processing or QC outputs if required.

4. GENERAL REQUIREMENT

- a) All necessary testing to determine optimum processing parameters consistent with good International Geophysical Industry practice will be performed prior to commencement of production processing.

- b) The final processing parameters will be decided with the approval of OIL representatives. The cost of processing sequence shall include experimental testing on 5% data volume.
- c) The Contractor will provide all the required facilities or seismic data processing consisting of computers, software, tape drives, plotters, printers and other required peripheral equipment. The Contractor shall provide a competent team of seismic data processing Geophysicists, which should work in professional and efficient manner so as to deliver high quality data required for interpretation. However, all technical co-ordination including Quality Control (QC) check etc., shall be done by the QC team of OIL or its representative at different stages.
- d) EBCDIC headers are to be provided in respect of the processed data, in the standard prescribed formats.
- e) OIL representatives will be associated during the processing jobs at all stages and Contractor shall ensure simultaneous transfer of relevant technical knowledge and skill.
- f) The Contractor shall provide weekly and monthly reports on the progress of data processing. The report shall include, amongst others, the steps of processing and percentage of processing accomplished till date.

5. DELIVERABLES

The following outputs (Deliverables) will be considered to be part of the PreSTM, PreSDM (optional) processing sequence as mentioned above and price quoted for Processing should include these. All output products (paper plots, tapes/cartridges etc.) must conform to the highest industry standards in terms of their quality and future usage. The Contractor will furnish to OIL outputs of all the testing carried out to determine optimum processing parameters.

- All the QC displays generated as part of standard procedure or specifically requested by OIL will be produced at as detailed below:

Pre-stack:	Horizontal scale 6 CM = 1 KM (Normal), or 6 CM = 2 KM (reduced) Vertical scale 5.0 inch/sec or 2.5 inch/sec
Post-stack sections	Horizontal scale 6 CM = 1 KM (Normal) or 6 CM = 2 KM (reduced) Vertical scale 5.0 inch/sec or 2.5 inch/sec

Following essential information must be included in the header blocks of the SEG Y tapes:

- (i) Complete description of the projection system i.e., name of the spheroid, projection, central meridian etc.
- (ii) X, Y coordinates of all corner points of the total processed grid and those of the live grid i.e., of lower left & right and upper left & right points.

- (iii) Total number of lines, traces per line and Number of live lines and live traces per line.
- (iv) In-line and cross line interval.
- (v) Summary of the acquisition parameters and processing sequence.
- (vi) Polarity of the processed data
- (vii) Seismic data (without AGC application) in SEG-Y IBM 32-bit floating-point format with line trace, CDP, X, Y information in the respective header words.
- (viii) SEG-Y tapes should not contain embedded EOFs. The structure of the tape should be in: 3200-byte EBCDIC header, 400-byte binary header, data traces in sequence, EOT.
- (ix) Data load sheet as per the format enclosed as **Appendix-N of Section-II** should be provided along with SEG-Y Volumes.

Following information is required in respect of deliverables

- Labelling of CDs/cartridges.
- Grid origin coordinates with sub line and cross line nos.
- velocity information
- Annotation of Processed stack/migration tapes with inline and cross line ranges
- In line and cross line trace header location, be given at byte location 185 & 189 respectively.

5.1 Processing outputs

A detailed report on the data processing in word format- Six (6) copies each on CDROM as well as hard copy form, which must include:

- Details of all the parameter testing/evaluation carried out and quality control displays.
- Final processing sequence and testing route.
- Final location map with appropriate annotations for shot point, CDP lines, co-ordinates etc.
- An appropriate summary describing the effectiveness of different QC and processing steps in enhancing the seismic data quality during the course of data processing keeping in view the geological objectives of the project.

Three (3) sets of following Seismic data each on 3592 Cartridges, Lto-4 / LTO-5 and USB drives

Sr. No.	Item	Format
2D Seismic PreSTM Processing		
1	Shot Gathers after Multiple and Noise Attenuation	SEG-Y
2	Final Velocity Field used for Radon Demultiple	ASCII
3	Pre-migrated gathers	SEG-Y
4	PreSTM Gathers	SEG-Y
5	PreSTM Gathers after NMO removal	SEG-Y
6	Migration Velocity Field: Vp and Eta	ASCII

7	Raw Pre-Stack Time Migrated Stack.	SEGY
8	Angle Stacks	SEGY
9	AVO Attributes	SEGY
10	Final Pre-Stack Time Migrated Stack	SEGY
11	Final Pre-Stack Time Migrated Gathers without Mute and NMO	SEGY
12	Final Stacking velocity field	ASCII
13	CMP Fold Map	Hard copies and PDF
14	Base Map	Hard copies and PDF
15	Time Imaging Processing Report	ASCII
2D Seismic PreSDM Processing		
1	PreSDM Gathers	SEGY
2	PreSDM Gathers after NMO removal	SEGY
3	Each iteration and Final Velocity models (inclusive of Anisotropic property)	ASCII
4	Final Stacking Velocity	ASCII
5	Raw PreSDM Stack	SEGY
6	Final PreSDM Stack	SEGY
7	Final Pre-Stack Time Migrated Gathers without Mute and NMO	SEGY
8	Depth Imaging Processing Report	ASCII
Processing Report- 2D Seismic		
1	SEG-Y wire frames for all the deliverables as applicable for data loading in Industry standard software packages.	Word / PDF

2D SEISMIC:

- Base Map (Scales-1:50,000/ 1: 100,000 & 1:250,000) on Hard copies (6) and PDF & CGM Format (6 copies on DVD)
- Hard copies of 2D Seismic PSTM sections (3 sets) with Horizontal scale:50/25 traces/ inch, vertical scale 2.5 inches/sec (scales will be decided later)

SEISMIC DATA INTERPRETATION:

Objective: The seismic data interpretation is required mainly to map the horizons, convert the time maps to depth using appropriate velocity, identifying lead and / or prospect, ranking the prospect and suggesting the exploration locales by means of volumetric and prospect risking thereby suggesting the prospectivity of the area.

A2.1.1 The contractor shall carry out detailed 2D seismic data interpretation using Time and Depth processed 2D seismic data, well data (if available) and any other relevant geoscientific data available in and around the study area in India . The quantum of such interpretation would be

2D Seismic data interpretation (Time domain): 15,000 LKM

2D seismic data Interpretation (Depth domain): 15,000 LKM

The seismic data interpretation preferably done on Schlumberger's Petrel Geoscientific seismic data interpretation software to avoid the format related difficulties.

A2.1.2 The contractor shall make synchronized arrangement between its Processing Team & Interpretation team so that as soon as processed data is available the same can be taken up for interpretation. The Interpretation Team should beforehand collect all the relevant data and geo-scientific information etc. pertaining to the study area of interest in consultation with OIL. These data will include (but not limited to):

- Geological data.
- Aerial Photographs /Satellite Imagery data.
- Ground Gravity & Magnetic (GM) data and the relevant Reports.
- Existing 2D seismic data from nearby area (if any).
- Navigation/Survey data.
- Available Geoscientific Reports pertaining to the area.
- Well Logs (if & as available) from nearby areas.
- Petrophysical data (if & as available) from nearby areas.
- Pressure / Production data (if & as available) from nearby areas.
- Well data & Well Completion Reports (if & as available at the time of processing)
- Geodetic data pertaining to the study areas.
- Surface Geological Mapping data and relevant reports.
- Any other Geoscientific data pertaining to the area.
- After completion of seismic data processing and certification of the output by company executive.

A2.1.3 The Contractor shall carry out detailed interpretation works using the processed 2D seismic data, well data (if & as available), GM data (if and as available) and other relevant geo-scientific data available in and around the study area (if & as available) as broadly detailed below:

- Integration of **processed 2D seismic data** with other geoscientific data of the area under study.
- Integration of **processed 2D seismic data** with information of drilled wells (if any) in and around the areas of study.
- Well to seismic correlation using synthetic seismograms (if any available in and around the areas of study).
- Mapping of at least **Five (5) horizons** (in line with local geology , available interpretation literature of any nearby area and consultation with OIL's geoscientists) both in time and depth domain incorporating the surface geology, drilled well information and wire line log data available in the area of study and nearby areas (if & as available).
- Preparation of Two-way Time Contour (TWT) and Average Velocity Maps on different interpreted horizons.
- Preparation of **Depth Contour Maps** on different interpreted horizons.
- Detailed **Fault Pattern Mapping & Fault Analysis** are required to be carried out.
- Well Log Evaluation and Analysis (if & as available)
- Integrate the interpretation results of Gravity-Magnetic data available for the areas under study (if & as available).
- Prospect generation, analysis and ranking.

A2.1.4 **Recommendations for Exploration:**

- (a) Based on the above-mentioned studies and the available data, the Contractor will generate structural and exploration model of the area under study, identify the hydrocarbon prospects, its prospectivity from generation, migration and entrapment point of view. Based on the overall assessment, the Contractor shall recommend drilling locations. The Contractor will also rank the identified prospects for exploratory drilling based on their overall merits, recommend future development Programme & exploration strategy.
- (b) Volumetric Reserve Calculations with the help of the parameters from the available well in three different scenarios (This will be decided during the interpretation by QC Geophysicist/Geologist).

- (c) Risk Weighted Economic Analysis: For each identified prospect, risk-weighted economic analysis needs to be carried out by the Contractor using the cost parameters to be provided by the Company using both Net Present Value (NPV) & Internal Rate of Return (IRR) methods.

A2.1.5 The details of the seismic data interpretation and generic steps as stated below are generic and will be finalised with the successful contractor before start of work.

i - Seismic **Well-tie**

- Digital well logs display (maps and plates), QC, and stratigraphic analysis
- Synthetic seismogram computation, seismic well-tie and horizon identification

ii - **Structural interpretation**

- Fault picking, correlation and mapping
- Interpretation in term of deformational system, stress and strain directions, and fault interplay.
- Detailed fault pattern mapping and fault analysis including Fault-Seal analysis.

iii - Seismic **stratigraphy**

- Sequence stratigraphy Mapping
- Recognition of seismic stratal pattern and stratal termination

iv - **Seismic interpretation**

- Mapping discernible / co-relatable horizon (at least five (5) horizons) from Near Top Basement to shallow sub surface both in time and depth domain incorporating the surface geology, drilled well information and wire line log data available in the area of study and nearby areas (if and as available).

v - **Creation of geologically relevant maps**

- Gridding of structural surfaces
- Preparation of Two-Way time contour (TWT) and average velocity maps on different interpreted horizons.
- Isochron computation and analysis and Preparation of Isochron maps.

vi - **Seismic attributes**

- Amplitude extraction along key horizons and/or discrete stratigraphic intervals
- Signification, computation and usage of various common seismic attributes

vii - **Seismic facies**

- Seismic facies analysis in cross-sectional view
- Recognition of depositional environments with seismic attributes

- Introduction to seismic geomorphology

viii - Depth **conversion**

- Review of the different types of velocity
- Time to Depth conversion using Sonic logs or Time/Depth charts from well data
- Preparation of Depth contour maps on different interpreted horizons.
- Preparation of Isopach maps between different interpreted horizons.

ix - **Leads and prospect**

- Integrate the interpretation results with any other geoscientific data available for the areas under study.
- Prospect generation.
- Structural & stratigraphic lead analysis: entrapment, reservoir extension
- Volume calculation using petrophysical parameters
- Prospect analysis, risking and prospect ranking

A2.1.6 Deliverables:

- i. The contractor shall submit five (5) hard copies and two (2) sets of soft copies on DVD/hard disk of detailed final report within two (2) weeks of completion of interpretation. The report must cover each and every aspect as per scope and objective of the work in an internationally accepted format. Apart from the final report, the following should also be submitted in hard copies.
 - a) All TWT and Depth maps in three scales, 1:25,000; 1:50,000 and 1:100,000
 - b) All geological sections / correlations / seismo-geological sections should be provided at 1:3960 vertical scales
 - c) Interpreted seismic sections.
 - d) Fault pattern maps
 - e) Correlation of seismic data to any other geoscientific data available for the areas under study
 - f) Velocity maps.
 - g) Isopach and isochronopach maps
 - h) Attributes Maps
 - i) Any other map relevant to interpretation on suitable scale.

ii) Soft copies of interpretation with appropriate information in External hard disk as under:

- a) Two sets of full interpreted data in ASCII format.

b) Two sets of full interpreted data in a compatible format (preferably Petrel format)

c) Back up of the clean interpretation project with all relevant data (Preferably Petrel project)

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

HSE EXHIBIT**1.0 GENERAL PROVISIONS**

- 1.1 All defined terms in this Exhibit shall have the same meaning as set out in the Contract unless otherwise stated.
- 1.2 Contractor shall develop and document a health, safety and environment Plan (HSE Plan) addressing the HSE risks specific to the Scope of Work set out in the Contract and the management of controls to eliminate, reduce or mitigate these risks.
- 1.3 The HSE Plan shall address the HSE risks of all phases of the Work through mobilization, execution and demobilization at each location where the Work will be performed (including but not limited to the office, factory, fabrication yard, construction site, vessel, offshore installations) known as the Site, and shall demonstrate how risks to all personnel have been identified and have been reduced to As Low As Reasonably Practicable. (ALARP).
- 1.4 The HSE Plan shall contain the list of HSE deliverables along with a schedule for their completion.
- 1.5 The HSE Plan shall be submitted to for review and acceptance within thirty (30) days from LOA.
- 1.6 OIL reserves the right at all times to audit and review Contractor's facilities, services and/or performance of its activities in respect of compliance with the accepted HSE Plan for the Work.
- 1.7 OIL reserves the right to suspend the Work or any part thereof if Contractor does not comply with the accepted HSE Plan at the risk of the Contractor. Before any Work is suspended OIL shall liaise with Contractor to allow Contractor the opportunity to rectify any non-conformances within an acceptable timescale. Any suspension shall be carried out in accordance with the terms of the Contract.
- 1.8 Either party may, at any time, suspend the Work for HSE reasons; in such event where the Contractor elects to suspend the Work, Contractor shall immediately inform OIL in writing of those reasons, and provide details of actions taken to mitigate, reduce, or eliminate the reason.
- 1.9 The Contractor is to adhere international standards relating to HSE and should have emergency response plan to mitigate any such eventuality.
- 1.10 Failure by Contractor to adhere to, demonstrate compliance with or ensure Contractor's Personnel comply with the Company's HSE Exhibit or Standards may result in termination of the Contract.

2.0 PROVISIONS SPECIFIC TO HSE PLAN**HSE Training**

- 2.1 Contractor shall be responsible for, and implement, competency based HSE training of Contractor's Personnel.

HSE Promotion and Awareness

- 2.2 Contractor shall establish a mechanism for communication and feedback of HSE issues and performance among Contractor's Personnel on the Site and to OIL.

HSE Professionals

- 2.3 Contractor shall provide specialist HSE advice and supervision and respond to HSE issues. Contractor shall provide sufficient numbers of experienced HSE supervisors on Site, covered by the Contract.

2.4 HSE Communications

2.4.1 Contractor shall, where applicable, ensure before commencing operations pursuant to the Contract that all companies, organisations and communities that could potentially be affected by such operations have been notified and when/where necessary carried out a suitable consultation process. At the Site the Contractor shall ensure that effective toolbox talks are undertaken. Where shift work is in operation clear communications between shift workers such as shift handover notes and face to face handover shall be enforced.

2.4.2 Where applicable, Contractor's arrangements for emergency communications shall be integrated with the requirements of the OIL and/or the Site and/or local or national or international support services.

2.5 HSE Meetings Programme

Contractor shall establish an effective structure and schedule for HSE meetings involving all Contractor's Personnel assigned to the Work, to promote communication and involvement in HSE matters. OIL reserves the right to participate in such meetings.

2.6 PPE Requirements

2.6.1 Contractor shall ensure that all workers are provided with all necessary PPE at the Site. This shall meet international standards.

2.6.2 Contractor shall provide the all necessary PPE at the Site to OIL/third party representatives.

2.6.2 Contractor shall provide HSE reporting on fortnight basis as per agreed format between Contractor and OIL.

APPENDIX-B

TECHNICAL DETAILS OF EQUIPMENT/PERSONNEL/EXPERIENCE IN DATA ACQUISITION (TO BE PROVIDED SEPARATELY FOR DIFFERENT OFFERED VESSELS AND 2D SEISMIC DATA ACQUISITION)

Please provide details of the following:

B.1. ENERGY SOURCE

Airgun/Sleeve Arrays

1. Type
2. Volume
3. Pressure
4. Number of guns per array
5. Number of gun arrays

Guaranteed latest source characteristics for far field signature through an Out-128Hz/72 dB/octave filters at frequency spectrum from 06-90 Hz within 12 dB.

Volume	Working	Peak to peak	Primary to	Band
	Pressure	amp. (bar-m)	bubble ratio	Width

Note :

1. Please enclose diagrams showing configurations of array(s) with volumes, dimensions and array directivity diagrams.
2. Dropout specification shall be included indicating critical guns for each array.
3. Signal and amplitude spectra of arrays with all relevant information such as source and hydrophone depths filter settings etc.
4. Description of system for controlling and monitoring gun depths
5. Description of source array location system

Gun Control System

- Make & Name
- Whether Graphic screen display is available

- Can it provide listing of various parameters like delay & error values for all guns.

B.2 (i) SEISMIC STREAMER

- Make & Type of streamer
- Effective length of the streamer
- No. of channels
- Groups per streamer section
- Available Group Interval
- Active Group Lengths
- Hydrophones and /or Geophones per group and configuration
- Number of stretch sections and their length

Note: For normal operations, sufficient back up facility should be available onboard at any point of time.

Seismic Electronic Module (Acquisition Modules)

- Dynamic Range
- Low Cut Filter
- High Cut Filter
- Sampling Rate
- Type of A/D Converter and resolution (24 bit required)

Depth Controller

- Type
- Number/Interval
- Individually controllable
- Accuracy

Depth Transducer

- Type
- Number/Interval
- Accuracy
- Monitoring/recording

Cable Compasses/acoustics

- Type
- Number/Interval
- Monitoring/Recording
- Accuracy/Bias

Tail buoys

- Type
- Details of positioning system
- Monitoring/Recording of feathering angle

Hydrophones

- Make & Type
- Model
- Intrinsic sensitivity
- Frequency

In case of dual/multi sensor

Geophones

- Make & Type
- Model
- Intrinsic sensitivity
- Frequency

B.3 NAVIGATION SURVEY SYSTEM

B.3.1 DGPS EQUIPMENT

a) Fixed Receiver

- Receiver type
- Number of Channels
- Mobile Unit
- Receiver type
- Number of Channels

b) Differential Correction Carrier (Inmar-satellites)

- Format
- Frequency
- Update Rate (up to 4 seconds)
- Latency (upto 10 seconds)
- No. of ref. Stations and their maximum distance from prospect

B.3.2 INTEGRATED NAVIGATION SYSTEM

- Type
- Model
- Make
- Format for raw nav data (P2/91 or P2/94 or equivalent format)

B.3.3 HEADING SYSTEM

- Type of Heading System (Gyro or GPS based)
- Name & Make
- System resolution in degrees

B.4 SEISMIC DATA RECORDING SYSTEM

- Make, Type & Model
- Number of channels
- Number of auxiliary channels
- Low cut filter
- High cut filter
- Recording Format
- Recording media
- Number of Cartridge drives
- Sampling rates
- Record length

ONBOARD DISPLAYS

Camera/Recording Oscillograph

- Type
- Number of channels
- Paper width
- Normal display

2D CMP Real Time Display System

- Hardware & Software details
- Manufacturer
- Whether the system has following capabilities:
 - Ability for bin editing
 - Display the operator defined offset ranges and analyse fold contributions
 - Accept source-receiver data auxiliary inputs
 - Provide accurate real time steering information, for optimum trace steering for any user defined input.
 - Duplicate offset reduction as a user selectable option.
 - Apply operator selectable flex criteria in either the cross line or in line directions as a function of offset.
 - Whether hard copies of display can be made available?

Single Trace Recorder (STR) or equivalent System

- Type/Manufacturer

B.5 NAVIGATION DATA PROCESSING

- Hardware Details :
- Software Details :
- Plotting Capability :
- Format for post processed nav data :

B.6 TECHNICAL DETAILS OF EQUIPMENTS AND SOFTWARE TO BE USED FOR QC PROCESSING

1. System Configurations onboard
2. Details of complete Seismic onboard Processing Packages
3. System layout diagram

B.7 BIDDER'S KEY PERSONNEL

Details of Bidder's Key Personnel for Acquisition, processing and interpretation should be submitted as per the relevant clauses of Section-II

GENERAL INFORMATION

(To be submitted in respect of each vessel)

C.1 SURVEY VESSEL (S)

- Name
- Owner
- Year of built/rebuilt
- Port of Registry & No
- Call sign & Frequency
- Official No. / IMO Code No.
- Flag
- Length
- Draft
- Beam
- Hull
- Tonnage Gross/Net
- Engine & Generators (Make, Model & Capacity)
- Propulsion
- Cruising Range & Speed
- Fuel Capacity
- Water Capacity
- Endurance
- Bridge Equipment
- Radar
- Auto-Pilot
- Echo Sounder
- Communication Equipment
- Satellite Receiver
- Radio Telephone
- VHF
- Classification
- GDMSS

C.2 RADIO NETWORK SET (SSB, VHF & MARISAT ETC.)

- No. of sets which will be deployed
- Make
- Model & Type
- Frequencies
- Band width
- Range
- Radiated Power
- Type of emission
- Other specifications, if any

C.3 AUXILLIARY/OTHER EQUIPMENT

List to be provided with specifications

C.4 STANDBY EQUIPMENT & MAJOR ASSEMBLIES

List to be provided with specifications

C.5 SAFETY EQUIPMENT**C.6 GENERAL INFORMATION**

- a) Years of experience and expertise on conducting 2D Marine Geophysical survey.
- b) List of Countries and clients for whom similar services were rendered in past couple of years.
- c) Additional information may be furnished on separate sheet together with technical details etc.

(To be submitted only after award of contract)

FORM RSEE**PROFORMA FOR MOD CLEARANCE RESEARCH, SURVEY, EXPLORATION & EXPLOITATION OF RESOURCES IN MARITIME ZONES OF INDIA (MZI)**

1. Name of the sponsoring organization / institution. The names of Director and research staff of the project with their biodata. : NOT TO BE FILLED BY THE BIDDER
2. Nationality : NOT TO BE FILLED BY THE BIDDER
3. Is the organization a Government agency or a private institution? If private state if Government aided and to what extent? : NOT TO BE FILLED BY THE BIDDER
4. The nature objectives and description of the research project with complete schedules of activation. : NOT TO BE FILLED BY THE BIDDER
5. The precise geographical area. In which the activities are to be conducted including routes and ports to be used during such research. :
6. The proposed ship's track showing the sequence of each leg to be traversed is to be indicated from time the ship leaves the last foreign port until it arrives at the next foreign port (Attach copy of Chart). :
7. The complete schedule of activities, including the expected dates of commencement and termination of the research project the dates of laying and recovery of observation buoys and their positions, arrival and departure or removal and departure of removal of personnel, installations, vessels and other equipment to be used. :
8. Particulars of the vessel/platform to be used :
 - (a) Name :
 - (b) Type :
 - (c) Signal letters :
 - (d) Length :

- (e) Draught :
- (f) Tonnage :
- (g) Speed (if applicable) :
 - i) Economical :
 - ii) Maximum :
- (h) Endurance (if applicable) :
 - i) Means of propulsion (Diesel, Steam, Nuclear) :
 - ii) Name of the Commanding Officer(s) / Senior Officer Rank, Seniority :
 - iii) Number of officers (Attach nominal roll) :
 - (iv) Number of sailors (Attach nominal roll) :
- 9. Details of the equipment to be used for research. Make and capabilities of the equipment to be given:-
 - a) Bathymetric, echo sounder, Precision Depth Recorder , current & salinity measuring equipments , etc. :
 - b) Magnetic :
 - c) Gravity :
 - d) Geological :
 - e) Biological :
 - f) Chemical :
 - g) Seismic :
 - h) Meteorological :
 - i) Physical (Temperature, current, conductivity etc) :

- j) Navigational Radar, Loran, Omega, Inertial, Satellite Receivers etc. :
 - k) Radars other than Navigational radars fitted, purpose, function, make, model and frequency band. :
 - l) Electronic devices, e.g., Instantaneous Frequency measurement and analyzer equipment fitted on board purpose, frequency, coverage etc. :
 - m) Radio communication transmitters/receivers and D/F number, power output and frequencies covered :
 - n) Data logging and processing equipment type and details of computer and interfaces. :
 - o) Sonar and TV equipment, acoustic monitoring and frequency analyzers fitted on board purpose, frequency and brief description. :
 - p) Oceanographic and Hydrographic Winches :
 - q) Any other items of underwater research such as CTD probes, submersibles etc. :
10. Particulars of Submersible (to be deployed) :
- a) Propulsion details Propulsion details :
 - b) Max operating depth :
 - c) Whether Manual or remotely operational/Crew Capacity etc. :
 - d) Instrumentation/Type of Sensors onboard :
 - e) Communication Channels :
 - f) Purpose of deployment :
 - g) Duration of deployment / Periodicity etc. :
11. (a) How many Indian research personnel/observers, is to the organization prepared to associate with the project and/or embark on the vessel/ platform on a no cost basis. :
- (b) Will the Indian research personnel be permitted and assisted to handle the equipment fitted on board, record observations or gather samples? :

12. Is the organization prepared to accept any temporary installation of Indian equipment on board the research vessel at the expense of the Government of India? :

13. The under mentioned undertaking is to be provided by the organization. :

I/We hereby undertake:

- a) To engage in only bonafide activities as permitted by the GOI.
- b) To associate Indian scientists/observers nominated by GOI with the activities and afford them all facilities, on a no cost basis
- c) To provide raw & processed data to the GOI/ authorized agency on completion of each phase of the programme and the final results on conclusion of the project.
- d) That data collected and analysis thereof, shall not be published or disseminated to any third party, without prior concurrence of the GOI
- e) To provide GOI with periodical reports as prescribed by GOI on the progress of the project.
- f) To make no changes or alterations in the programme/project, as approved by the GOI, without, it's express approval.
- g) To submit all vessels / platforms for inspection by GOI/authorized agencies prior to their deployment in the MZI, or at any time, thereafter as desired by the GOI.
- h) To communicate on channels authorized by the GOI and transmit/disseminate real time data only with prior concurrence of the GOI.
- i) That the subject research shall not provide or form any basis (both legal or any other) for any claim on the sea area or part thereof, or its resources (both living and non-living) in the MZI.
- j) To abide by all terms and conditions stipulated by the GOI and its exclusive right to terminate the programme/project,

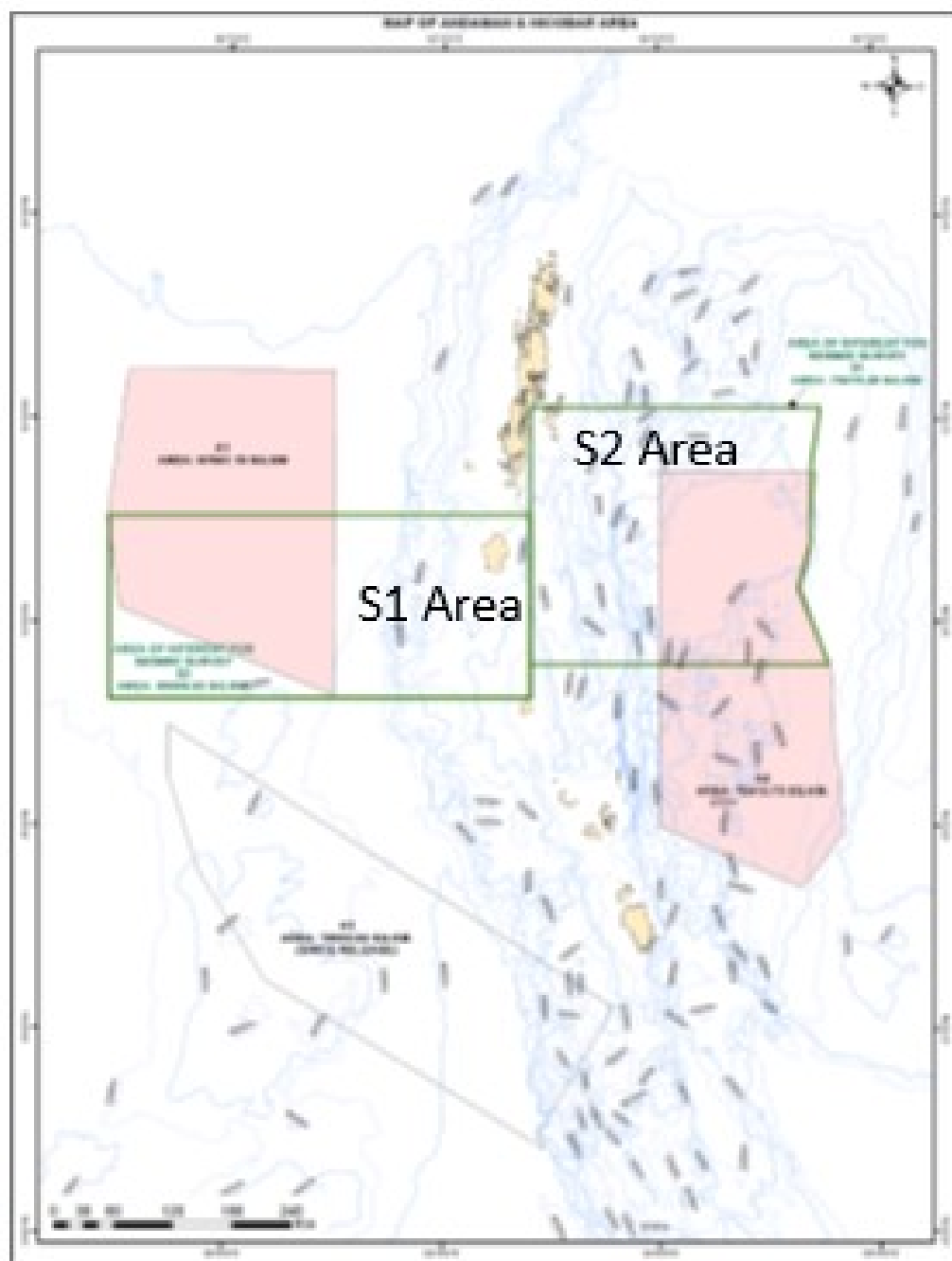
at its discretion, at any time.

- k) To provide GOI with any additional information or details as may be required from time to time.

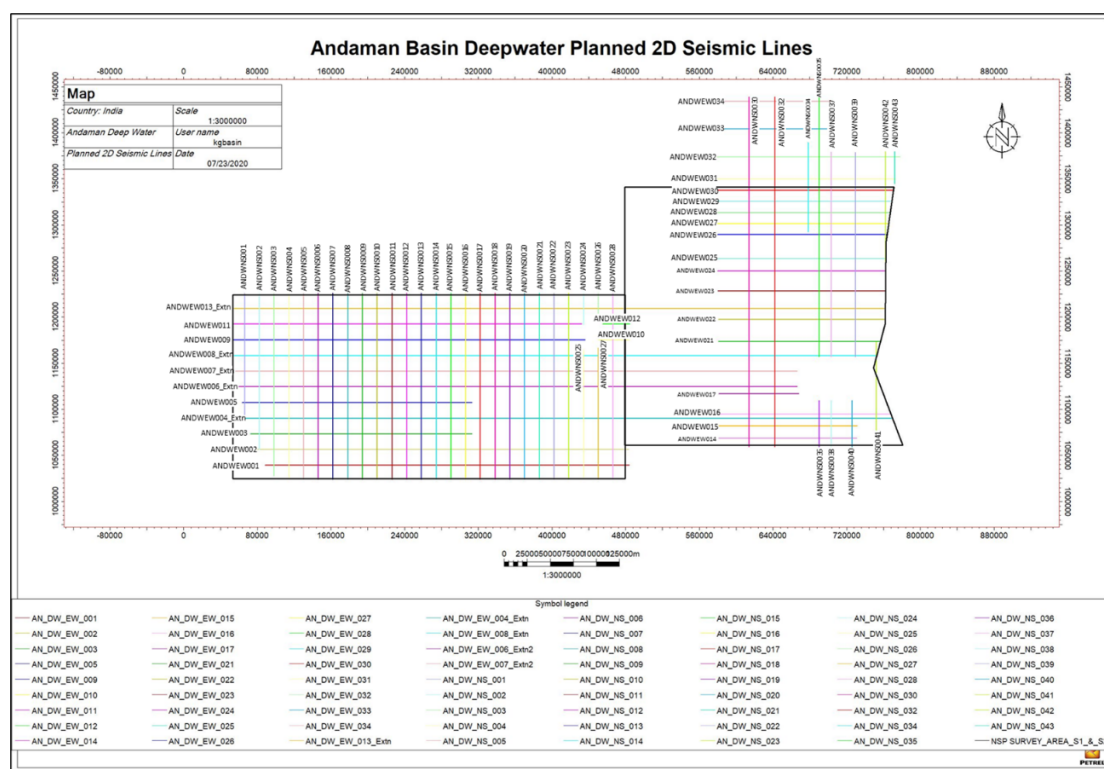
Signature of Applicant

S1 & S2 Area

Block Map of S1 & S2 area



Map of Proposed (Tentative) 2D Seismic lines: S1 & S2 area



Co-ordinates of East West lines

S. No.	Line Name	FP	FP	LP	LP	LENGTH
	East West Lines	UTMX	UTMY	UTMX	UTMY	KM
1	ANDWEW001	88470.24	1039236.02	484051.90	1039245.26	395.58
2	ANDWEW002	80149.08	1056235.83	484051.51	1056245.26	403.90
3	ANDWEW003	72424.17	1073235.65	313236.41	1073241.27	240.81
4	ANDWEW004_Extn	67115.95	1090235.53	769057.39	1090251.91	701.94
5	ANDWEW005	63485.44	1107235.44	313236.42	1107241.27	249.75
6	ANDWEW006_Extn	59884.01	1124235.36	666146.02	1124249.51	606.26
7	ANDWEW007_Extn	56257.00	1141218.79	750644.86	1141261.75	694.39
8	ANDWEW008_Extn	54345.79	1158196.06	483900.49	1158087.55	698.53
9	ANDWEW009	53544.60	1175246.48	436157.83	1175228.60	382.61
10	ANDWEW010	450298.34	1175228.60	484297.37	1175228.60	34.00
11	ANDWEW011	53544.60	1192252.60	432161.12	1192244.59	378.62
12	ANDWEW012	454769.81	1192244.59	484217.99	1192244.59	29.45
13	ANDWEW013_Ext	53544.60	1209185.97	762050.09	1209283.54	708.51
14	ANDWEW014	581152.78	1068648.19	731443.97	1068648.19	150.29
15	ANDWEW015	581152.78	1081648.19	731443.97	1081648.19	150.29
16	ANDWEW016	581152.78	1094648.19	767863.71	1094648.19	186.71
17	ANDWEW017	581152.78	1116648.19	668243.26	1116648.19	87.09
18	ANDWEW021	580483.46	1173299.19	756764.64	1173299.19	176.28
19	ANDWEW022	580483.46	1197299.19	761330.98	1197299.19	180.85
20	ANDWEW023	580100.71	1228412.57	762244.80	1228563.46	182.14
21	ANDWEW024	579831.24	1249926.77	762208.73	1249990.99	182.38
22	ANDWEW025	579844.37	1263478.57	762208.63	1263490.99	182.36
23	ANDWEW026	579535.35	1289610.82	763886.58	1289591.79	184.35
24	ANDWEW027	579461.27	1301570.01	765662.44	1301500.52	186.20
25	ANDWEW028	579459.85	1313570.01	767460.94	1313561.00	180.00
26	ANDWEW029	579458.43	1325570.01	769276.70	1325737.28	189.82
27	ANDWEW030	579447.86	1337570.01	771065.99	1337736.05	191.62
28	ANDWEW031	579044.13	1350020.86	773155.57	1349874.33	194.11
29	ANDWEW032	579053.90	1374020.86	778207.44	1373939.70	199.15
30	ANDWEW033	586827.85	1404028.20	702319.09	1403981.13	115.49
31	ANDWEW034	586840.08	1434028.19	702331.32	1433981.13	115.49

Co-ordinates of East West lines

S. No.	Line Name	FP	FP	LP	LP	LENGTH	
	North South Lines	UTMX	UTMY	UTMX	UTMY	KM	
1	ANDWNS001	66382.78	1226003.20	66382.78	1094214.03	131.79	
2	ANDWNS002	82382.78	1226003.20	82382.78	1056325.62	169.68	
3	ANDWNS003	98382.78	1226003.20	98382.78	1027644.73	198.36	
4	ANDWNS004	114382.78	1226003.20	114382.78	1023763.94	202.24	
5	ANDWNS005	130382.78	1226003.20	130382.78	1023763.94	202.24	
6	ANDWNS006	146382.78	1226003.20	146382.78	1023763.94	202.24	
7	ANDWNS007	162382.78	1226003.20	162382.78	1023763.94	202.24	
8	ANDWNS008	178382.78	1226003.20	178382.78	1023763.94	202.24	
9	ANDWNS009	194382.78	1226003.20	194382.78	1023763.94	202.24	
10	ANDWNS010	210382.78	1226003.20	210382.78	1023763.94	202.24	
11	ANDWNS011	226382.78	1226003.20	226382.78	1023763.94	202.24	
12	ANDWNS012	242382.78	1226003.20	242382.78	1023763.94	202.24	
13	ANDWNS013	258382.78	1226003.20	258382.78	1023763.94	202.24	
14	ANDWNS014	274382.78	1226003.20	274382.78	1023763.94	202.24	
15	ANDWNS015	290382.78	1226003.20	290382.78	1023763.94	202.24	
16	ANDWNS016	306382.78	1226003.20	306382.78	1023763.94	202.24	
17	ANDWNS017	322382.78	1226003.20	322382.78	1023763.94	202.24	
18	ANDWNS018	338382.78	1226003.20	338382.78	1023763.94	202.24	
19	ANDWNS019	354382.78	1226003.20	354382.78	1023763.94	202.24	
20	ANDWNS020	370382.78	1226003.20	370382.78	1023763.94	202.24	
21	ANDWNS021	386382.78	1226003.20	386382.78	1023763.94	202.24	
22	ANDWNS022	402382.78	1226003.20	402382.78	1023763.94	202.24	
23	ANDWNS023	418382.78	1226003.20	418382.78	1023763.94	202.24	
24	ANDWNS024	434382.78	1226003.20	434382.78	1191812.49	34.19	
25	ANDWNS025	434382.78	1164371.09	434382.78	1023763.94	140.61	
26	ANDWNS026	450382.78	1226003.20	450382.78	1202159.32	23.84	
27	ANDWNS027	450382.78	1166672.96	450382.78	1023763.94	142.91	
28	ANDWNS028	466382.78	1226003.20	466382.78	1023763.94	202.24	
29	ANDWNS030	614211.76	1059183.68	614211.76	1439282.67	380.10	
30	ANDWNS032	642211.76	1059162.82	642211.76	1439282.67	380.12	
31	ANDWNS034	678198.01	1389512.48	678225.51	1292447.35	97.07	
32	ANDWNS035	690211.76	1157146.49	690211.76	1439282.67	282.14	
33	ANDWNS036	690211.76	1109658.65	690211.76	1059215.73	50.44	
34	ANDWNS037	703211.76	1157146.49	703211.76	1379356.03	222.21	
35	ANDWNS038	703211.76	1109658.65	703211.76	1059189.27	50.47	
36	ANDWNS039	729786.23	1156968.30	729786.23	1378953.14	221.98	
37	ANDWNS040	726211.76	1109658.65	726211.76	1059348.02	50.31	
38	ANDWNS041	752425.99	1173044.98	752425.99	1077404.55	95.64	
39	ANDWNS042	762211.76	1379750.26	762211.76	1225589.01	154.16	
40	ANDWNS043	772211.76	1379737.03	772211.76	1344822.36	34.91	KM
					Total	15666.94	

Note: Total seismic data acquisition shall be limited to 15,000 LKM

DAILY PROGRESS REPORT (2D Seismic DATA ACQUISITION)

Date: _____

Prospect: _____

Sl No	Line No.	SP Range FSP - LSP	Chargeable SP FGSP - LGSP	Total Chargeable SPs	Bad SPs	Acceptable Shots	Coverage LKM	Chargeable LKM	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g) = (e)-(f)	(h) =(e) x S.I.	(i) =(g) x S.I.	

- 1) Total Prime Coverage (daily)
- 2) Total Chargeable Prime (daily)
- 3) Total Prime Coverage (Prospect)
- 4) Total Chargeable Prime (prospect)

- 5) Total Standby Hours (daily):
- 6) Total Chargeable Standby Hours (daily):
- 7) Total Standby Hours (prospect):
- 8) Total Chargeable Standby Hours (prospect):

(Signature)
Company's Representative

(Signature)
Party Chief

APPENDIX-G

CONSOLIDATED DAILY REPORTS (2D Seismic DATA ACQUISITION) FOR THE MONTH.....

Period:_____ Prospect: _____

Date	Line No.	SP Range FSP - LSP	Chargeable SP FGSP - LGSP	Total Chargeable SPs	Bad SPs	Acceptable Shots	Coverage LKM	Chargeable LKM	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g) = (e)-(f)	(h) =(e) x S.I.	(i) =(g) x S.I.	

- 1) Total Prime Coverage (for the period of report)
- 2) Total Chargeable Prime (for the period of report)
- 3) Total Prime Coverage (Prospect)
- 4) Total Chargeable Prime (Prospect)

- 5) Total Standby Hours (for the period of report):
- 6) Total Chargeable Standby Hours (for the period of report):
- 7) Total Standby Hours (Prospect)
- 8) Total Chargeable Standby Hours (Prospect)

(Signatures)

Company's Representative

(Signatures)

Party Chief

APPENDIX- H

Deliverables (2D seismic Data Acquisition)

Six copies of each seismic deliverable: three (3) on 3592, three (3) on LTO-4 / LTO-5 and three (03) on hard disk

CONTENTS	FORMAT
-----------------	---------------

Reports: three hard copies, three on DVD/ Hard Disk

Others: as required and requested by OIL.

1. Field data	
Raw seismic data	SEGD
Shot Gathers after Seismic and Navigation Merge	SEGY
Tidal statics /Table	ASCII
Far Field Gun Signature	ASCII
Near hydrophone Gun signature	ASCII
2. Navigation data	
a) Raw nav data (P2/94 or P2/91)	ASCII
b) Processed Nav data (P1/90)	ASCII
3. QC Data	
Brute stack – one per sail line	SEGY
Picked Velocity used for Brute Stack	ASCII / requested format
RMS Plot – one each sail line (shot vs ch# vs amplitude)	SEGY
LMO plot for 2D	SEGY
4. Reports and Daily Logs	
Observer Logs/reports – one per sail line	Word / PDF
Navigation Log /reports – one per sail line	Word / PDF
Operation report: which include Observer, navigation, Onboard Quality control and other departments	Word / PDF

Daily progress Report	
CONSOLIDATED DAILY REPORTS	Word / PDF
Monthly Production Certificates	Word / PDF
5. Others	
SEG-Y wire frames for all the deliverables as applicable for data loading in Industry standard software packages.	Word / PDF
Block / area completion certificates	Word / PDF
Pre and Post Plots	Maps
Bathometry Reports	Word / PDF

(Company's Representative)

(Party Chief)

Deliverables (2D seismic Data Processing and Optional Processing)

Six copies of each seismic deliverable: three (3) on 3592, three (3) on LTO-4 / LTO-5 and three (03) on hard disk

Reports: three hard copies, three on DVD/ Hard Disk

Others: as required and requested by OIL.

Sr. No.	Item	Format
2D Seismic PreSTM Processing		
1	Shot Gathers after Multiple and Noise Attenuation	SEG Y
2	Final Velocity Field used for Radon Demultiple	ASCII
3	Pre-migrated gathers	SEG Y
4	PreSTM Gathers	SEG Y
5	PreSTM Gathers after NMO removal	SEG Y
6	Migration Velocity Field: Vp and Eta	ASCII
7	Raw Pre-Stack Time Migrated Stack.	SEG Y
8	Angle Stacks	SEG Y
9	AVO Attributes	SEG Y
10	Final Pre-Stack Time Migrated Stack	SEG Y
11	Final Pre-Stack Time Migrated Gathers without Mute and NMO	SEG Y
12	Final Stacking velocity field	ASCII
13	CMP Fold Map	Hard copies and PDF
14	Base Map	Hard copies and PDF
15	Time Imaging Processing Report	ASCII
2D Seismic PreSDM Processing (Optional)		
1	PreSDM Gathers	SEG Y
2	PreSDM Gathers after NMO removal	SEG Y
3	Each iteration and Final Velocity models (inclusive of Anisotropic property)	ASCII
4	Final Stacking Velocity	ASCII

5	Raw PreSDM Stack	SEG-Y
6	Final PreSDM Stack	SEG-Y
7	Final Pre-Stack Time Migrated Gathers without Mute and NMO	SEG-Y
8	Depth Imaging Processing Report	ASCII
9	SEG-Y wire frames for all the deliverables as applicable for data loading in Industry standard software packages.	Word / PDF

VESSEL ACCEPTANCE

Reference: Contract No. _____

It is to certify that the vessel _____ has on _____ at _____ hrs IST has been deployed in area _____.

All the equipment have been fully tested calibrated and put into operation as specified in the contract.

2D Seismic line number _____/100 LKM of accepted data on sail-line _____ has been acquired in the survey area _____.

Signature

Signature.....

Name

Name.....

Party Chief

OIL INDIA LIMITED

Onboard representative

COMPLETION CERTIFICATE (2D Seismic DATA ACQUISITION)

Reference: Contract No. _____

(i) This is to certify that the vessel _____ has on _____ at ____ hrs IST has completed the acquisition of 2D seismic data in the survey area(s) _____ as specified in the contract.

OR

(ii) This is to certify that the vessel _____ has acquired _____ LKM. The total prime acquired is _____ % against the awarded volume of _____ LKM in the survey area.

Remaining volume of _____ LKM data acquisition in the area could not be acquired due to following localised obstructions (mention whichever is applicable):

- a) Fixed submerged fishing nets
- b) Rigs/platforms in the area
- c) Marine installations
- d) Restricted area/marine sanctuary/port area
- e) Very shallow water/ exposed land mass
- f) Other localised obstructions/Hazards

Signature

Signature.....

Name

Name.....

Party Chief

Oil India Limited's onboard representative

DEMOBILISATION CERTIFICATE

Reference: Contract No. _____

This is to certify that no data pertaining to above referred contract is left onboard the vessel _____ of M/s _____. All data acquired/processed so far under the referred contract by this vessel has been offloaded.

Also, it is confirmed that all data in hard disks or any other storage media has been downloaded, cleared and deleted.

Signature.....

Signature.....

Captain of

Party Chief ...

Checked and found the above statement is in order and no data remain onboard. All data stored in disks of computer systems and other storage media has been downloaded, cleared and deleted.

Signature.....

Name.....

Oil India Limited's onboard representative

FORMAT FOR BATHYMETRIC DATA**META DATA (In Microsoft Excel for Microsoft windows)**

1	SI No.	
2	Name of Survey Vessel(s)	
3	Sponsoring Agency	OIL
4	Address	
5	Mission Name	2D Seismic Data Acquisition in Eastern Offshore, India 2005-06
6	Survey area	
7	Details of Survey	
	From	
	To	
8	Datum & Projection	
9	Processing Software used	
10	Version	
11	Name of processed data Files being submitted	
12	Weather conditions	
13	Remarks	

14 SENSOR INFORMATION

	Equipment	Make/Model	Firmware Version	Calibration date	Accuracy level
a	Position System				
b	Echo sounder				
c	Motion sensor				
d	Sound velocity	N/A	N/A	N/A	N/A

BATHYMETRIC DATA

DATE & TIME	Latitude	Longitude	Depth (metres)
ddmmyyhhmmss	dd.ddddd	dd.ddddd	mmm.m

Note : Latitudes and Longitudes may be in decimals of degrees or in degree, minutes and seconds

PROCESSED GRAPHIC FILES (with following header in separate files)

SI NO	MISSION	FILE TYPE
		dgn, dxi, ntx

FORMAT FOR METEROLOGICAL DATA

(ONLY THOSE COLUMNS TO BE FILLED FOR WHICH RELEVANT INSTRUMENTS/EQUIPMENT IS HELD ON BOARD THE VESSEL)

- (a). OPERATING SYSTEM/FORMAT: (Microsoft Excel for Microsoft Windows)
- (b). FREQUENCY FOR FOR RECORDING DATA AND FILLING THE FORMAT : daily at 00, 03, 06, 09,12, 15, 18 and 21 UTC during entire period of deployment of the vessel(s).

Sl	Date	Tme	Lat	Long	Surface wind		Atmospheric Pressure	Temperature			Weather	Wave Data		
								Air Temp	Dew point temp	Wet bulb temp		Height	Dir (deg)	Period (sec)
	dd-mm-yy	UTC/IST	Degrees LaLa.La	Degrees LoLoLo.Lo	Speed m/s or knots	Direction (degrees)	Millibars or Hectapascal	TT.T	TdTd. Td	TwTw .Tw	(a) Clear sky (no clouds) (b) Mainly clear (1-2 Octas clouds) (c) Partly cloudy (3-4 Octas clouds) (d) Mainly cloudy (5-7 Octas clouds) (e) Overcast (8 Octas clouds)			
			DEGREES AND TENTHS					AT LEAST ONE TEMP (TENTH OF DECIMAL)						

- (c). Equipment used for each parameter and their location
- (d). Any other weather/special phenomena observed

DATA LOAD SHEET

GENERAL INFORMATION

Survey Area		Data Type	DMO stack/Raw Migration/Final Migration
Type	3D		
General Remarks:			

PROJECTION TYPE UTM NORTH

DATUM _____

SPHEROID _____

GRID ORIGIN X _____

GRID ORIGIN Y _____

BASE ANGLE _____

SIDE ANGLE _____

Upper Left in line _____

Upper Left Trace _____

X Coordinate _____

Y Coordinate _____

Lower Left in line _____

Lower Left Trace _____

X Coordinate _____

Y Coordinate _____

Number of inlines _____

Inline SEG Y Byte Location _____

Distance between inlines _____

First live inline _____

Last live inline _____

Record Length: _____

Datum: MSL

Upper Right in line _____

Upper Right Trace _____

X Coordinate _____

Y Coordinate _____

Lower Right in line _____

Lower Right Trace _____

X Coordinate _____

Y Coordinate _____

Number of Cross lines _____

Crossline SEG Y Byte Location _____

Distance between Crosslines _____

First live Crossline _____

Last live Crossline _____

Sample Rate _____ms

CONFIDENTIAL AGREEMENT

This Agreement is made and entered in to this _____ day of _____ between OIL INDIA LIMITED, a company registered under the Indian Companies Act, 1956 and having its registered office at Duliajan, Distt Dibrugarh, Assam-786602, India and Project Office at D.No.11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh, India (hereinafter, referred to as "OIL", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) and _____ a company registered under the _____ Act, _____ and having its registered office at _____ (hereinafter referred to as "_____" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees).

Both OIL INDIA LIMITED and _____ are collectively referred to as the "parties" and individually as the "Party". The term "Disclosing Party" refers to the party disclosing the Confidential Information and the term "Receiving Party" refers to the Party receiving the Confidential Information.

WHEREAS

- A) OIL INDIA LIMITED and _____ have expressed interest in participating in the specific project (s) identified on Exhibit A (the "Project" or "Projects").
- B) The parties recognize that it will be necessary for OIL INDIA LIMITED and _____ to provide each other with proprietary and / or Confidential Information relating to field data, business practices, forecasts, cost estimates, market studies, environmental items and other issues related to the project(s), all or a portion of which may be proprietary and / or confidential to the Disclosing Party.
- C) Each Party may disclose proprietary and/or Confidential Information including but not necessarily limited to, field data, maps, models and interpretation, feasibility/ detailed feasibility studies, design basis, cost estimate report, market survey report, MOU and any other information, as may be agreed by the Parties during the course of evaluation. Such disclosure of proprietary and / or Confidential Information shall be at the absolute discretion of the Disclosing party. It is agreed that any disclosure of proprietary and / or Confidential Information will be made under the following terms and conditions.

NOW THEREFORE, the Parties hereby agree as follows:

1. Proprietary and/or Confidential Information submitted to the Receiving party must be in writing and identified as proprietary and / or confidential, or if orally disclosed, be identified as proprietary and/or confidential at the time of disclosure and subsequently outlined and confirmed as proprietary and / or confidential in writing to the Receiving party within 30 days (Thirty Days) of the disclosure. All such proprietary and / or Confidential Information is hereafter referred to as "Confidential Information".
2. For a period of 10 years from the date of execution of this Agreement, each party agrees that:

- A) The Receiving party shall hold in confidence all Confidential Information that it has received from the Disclosing party.
 - B) The Receiving party shall not make disclosure of Confidential Information to any third party without, prior written approval of the Disclosing party. For the purposes of this Agreement, a third party is defined, as (a) any party that is not a signatory to this Agreement and (b) any party that is not an Affiliate of a Party. Affiliates shall mean (i) any company or legal entity in which a Party now or hereafter (a) owns or (b) controls; or (ii) any company or legal entity which controls the Party ("Parent Company") and any other company or legal entity which such Parent Company controls, where "Control" means to own directly or indirectly, more than fifty percent (50%) of the stock having the right to vote or appoint its directors. The Receiving party shall be entitled to disclose the Confidential Information to any professional consultant or agent retained by the Receiving party for the purpose of evaluating the Confidential Information after prior written approval at the Disclosing party. Under such disclosure of Confidential Information to third parties including consultants, the Receiving party shall obtain an undertaking of confidentiality, in the same form and content as this Agreement from them.
 - C) The Receiving party shall not use the Confidential Information for any other purpose except for the purpose of evaluating the project/ (s).
 - D) Same as provided at Article 2B above, the Receiving party shall not in any manner divulge, release, reveal, display, discuss, impact, furnish, disclose or otherwise make known or accessible the Confidential Information or any part thereof to any judicial or natural person other than such of its and its Affiliates employees who have a clear need to know the, Confidential Information in order to evaluate the project/ (s). The Receiving party shall ensure that its employees, to whom the data/information is disclosed will abide by the terms of this Agreement and will not use or disclose information except in accordance with this Agreement.
 - E) The Receiving party shall maintain appropriate standards to ensure, the confidentiality required hereunder, including such reasonable care as shall be consistent with the efforts the Receiving party regularly exercise with respect to the preservation of its own confidential data and information.
3. Notwithstanding clause 2 herein, the obligation assumed by each Party shall not apply to any Confidential Information which:
- a. is at the time of disclosure available to general public; or
 - b. becomes available to the general public through no fault or failure of Receiving party at the time of disclosure by the Disclosing party; or
 - c. the Receiving party can demonstrate, was in its possession before disclosure by the Disclosing party; or
 - d. the Receiving party can prove to have independently developed without using the data/ information provided by the Disclosing party or
 - e. is required to be disclosed to Government/ controlling agencies/ statutory authorities as per laws of the country.
4. All disclosure of Confidential Information by the, Parties to each other will be in accordance with the terms and conditions of this Agreement, failing which the Party breaching such terms shall be liable for any and all damages to the Disclosing party arising out of a breach or threatened breach of any of the terms or conditions of this Agreement. Provided, however, in no event shall either Party be liable hereunder for

special, punitive, indirect or consequential damages resulting from or arising out of this agreement, including, without limitation, loss or profit or business interruption, from any cause, including the fault or negligence of such Party.

5. The Parties recognize that there may be proprietary and/ or Confidential Information, which are bound by the relevant secrecy and/ or non- disclosure agreements with third party(s). In the event that it is deemed necessary to disclose such proprietary and/ or Confidential Information, the Disclosing party shall seek prior consent of such third party(s) and the Receiving party may be required to enter into substantially similar secrecy and/ or non-disclosure agreement with the said third party (s).
6. The Parties agree that the Confidential Information is provided on an "as is" basis and the Disclosing party makes no warranty, express or implied or representation as to the accuracy of the data or its fitness for use for any purpose whatsoever. The Disclosing party shall not be liable for any costs, losses, damages or expenses resulting from any inaccuracy or omissions in the Confidential Information whether or not caused by error or negligence on the part of Disclosing Party.
7. The Confidential Information shall remain the property of the Disclosing Party, and the Disclosing Party may demand the return thereof through mutual consent upon giving written notice to the Receiving Party. Within 30 days of receipt of such notice, the Receiving Party shall return all the original Confidential Information and shall destroy all copies and reproductions (both written and electronic) in its possession and the possession of persons to whom it was disclosed pursuant to Article 2 hereof.
8. In the event that the Receiving party decides not to proceed with any of the project/(s), the Receiving Party shall promptly return to the Disclosing party all Confidential Information supplied and destroy all copies etc. in the manner prescribed at Article 7 hereof.
9. The Receiving Party undertakes that neither it nor any of its affiliates shall compete with the Disclosing Party for the project for which Confidential Information has been disclosed.
10. This Agreement shall be superseded upon the signing of the agreements by OIL INDIA LIMITED and _____ for specific projects and any Confidential Information disclosed under this Agreement shall be governed by suitable clause of that agreement, unless otherwise provided in the agreement itself. However, for other projects, this secrecy Agreement will remain valid.
11. Nothing in this Agreement shall be construed to grant a party any privilege rights or licence under any intellectual property or trade secrets of another party.
12. Nothing contained herein is intended to confer upon the Receiving Party any right whatsoever to the Disclosing Party's interests in the project/ (s).
13. Any dispute, controversy or claims arising out of or related to this Agreement or the breach, termination or invalidity shall be endeavored to be amicably settled by the parties, failing which the Parties shall have recourse to the courts of India.
14. This Agreement shall be governed by and construed in accordance with the laws of India.
15. This Agreement shall be valid for a period of 10 years from the date of signing hereof.
16. This Agreement may be terminated by either Party by serving 30 days' notice and in such case all Confidential Information exchanged shall be returned back. After termination or expiry of this Agreement the obligation of confidentiality shall remain valid for a period of 3 years.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

For and on behalf of

OIL INDIA LIMITED (OIL)

By

By

Name

Name

Designation

Designation

Witness:

Witness:

By

By

Name

Name

Designation

Designation

END OF SECTION-II

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

Company's Geoscientists will be associated with the Work throughout the data acquisition phase. The Contractor shall execute the Work of seismic data acquisition, with professional competence and in an efficient workman like manner and provide Company with the standard of work, customarily provided by reputed Geophysical and Geological contractors to major international Oil Companies in the Petroleum Industry. Company will also depute its representatives to Contractor's Data Processing Centre during Data Processing Phase.

2.0 CONTRACTOR'S PERSONNEL:

Contractor warrants that it shall deploy competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe all applicable safety requirements. Upon Company's written request, Contractor at its own expense shall remove immediately from his/her assignment any personnel determined by Company to be unsuitable and shall promptly replace such personnel with personnel suitable to Company.

IMPORTANT NOTES FOR DATA ACQUISITION PHASE:

Obtaining necessary statutory clearances from Govt. Of India and UT of Andaman & Nicobar Islands or any other clearances as may be applicable for the foreign nationals deployed in their workforce will be the sole responsibility of the Contractor. However, Company will help to the extent possible in providing any documents/certificates required in this regard.

3.0 PROVISION OF PERSONNEL AND FACILITIES:

- 3.1 Contractor's all personnel must have requisite experience in respective fields and should be fluent in English language. On Company's request, Contractor shall remove and replace at his own expenses, any of his personnel whose presence is considered undesirable in the opinion of the Company.
- 3.2 The Contractor shall be responsible for and shall provide/make arrangements for all requirements of their own personnel as well as for their sub-contractors, if any, including but not limited to their insurance, lodging, medical services, transportation (both air and land), salaries and all amenities, all emigration requirement, taxes if any payable in India or outside at no extra charge to the Company.

4.0 PATENT INFRINGEMENT:

- 4.1 Contractor shall defend and hold Company harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against Company and/or use of any patented processes, compositions, machines or articles of manufacture. Company shall at all times have the right to be represented by its own counsel and participate in the defense of any action in which Company is a party defendant.
- 4.2 Company shall defend and hold Contractor harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against Contractor and/or Company by any third party as a result of Company's use of any patented processes, composition, machines or articles of manufacture. Contractor shall at all times have the right to be represented by its own counsel and to participate in the defense of any action in which Contractor is a party defendant.

5.3 MISCELLANEOUS PROVISIONS:

- 5.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 5.2 Contractor shall conform in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of 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, regulations or bye-law.
- 5.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed, reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckages, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind, and leave the whole of the site in a clean condition to the satisfaction of Company.
- 5.4 Key personnel of Contractor performing the work under this contract cannot be changed as far as practicable during the tenure of the contract except due to sickness/ death/resignation of the personnel, in which case the replaced person should have equal experience and qualifications which will again subject to approval by Company.

6.0 EMPLOYMENT OF OFFICIAL OF THE COMPANY:

Firms/contractors who have or had business relations with the Company are advised not to employ serving employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/contractors who fail to comply with the advice.

7.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorised agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

8.0 PROTECTION OF ENVIRONMENT:

- 8.1 In performance of the Work during the seismic survey operation, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources, flora & fauna and shall in particular comply with the requirements of applicable laws, rules & regulations promulgated by the Government from time to time.
- 8.2 The Contractor shall;
- a) Employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of Environment Damage in conducting its Operations;
 - b) Take necessary and adequate steps to;
 - i. Prevent Environmental Damage and, where some adverse impact on the Environment is unavoidable; to minimize such damage and the consequential 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

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

9.0 INGRESS AND EGRESS AT LOCATION:

- 9.1 Company shall provide Contractor, if required, requisite recommendatory letter/certificates for obtaining rights of ingress to, egress from locations where

jobs are to be performed, including any certificates required for obtaining permits or licenses for the movement of Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person (s), such person (s) should be promptly removed from the list by the Contractor and replaced by acceptable person (s).

- 9.2 Company shall assist the Contractor to the extent permissible in obtaining any visas, residence of work permits, tax exemptions etc. to enable non-Indian personnel required by the Contractor to work in India in providing the services as per the contract.
- 9.3 Company shall assist the Contractor to the extent permissible for import of equipment, materials, consumables etc.
- 9.4 Customs duty, port clearance both for imports and re-export of the equipment/tools, its accessories and spares/consumables including payment of duties/charges will be sole responsibility of the Contractor and will be to Contractor's account.
- 9.5 Customs duties or other duties or imports or any charges or duties on personal effects of Contractor's and their sub-contractor(s)' employees will be at Contractor's cost.
- 9.6 Wherever import of equipment/tools etc. on re-export basis is resorted to, the Contractor will ensure that all items (except consumables which get consumed during operation under this contract) are re-exported out of India and taken appropriate action to ensure that re-export bond executed by them is redeemed within the shortest possible time. The payment against demobilization charges and the last monthly invoice will be released by the Company only after completion of above.

10.0 SAFETY:

- 10.1 Contractor shall observe safety regulations in accordance with acceptable Geophysical Industry practice. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing accident, fire, explosion.
- 10.2 The Contractor shall report to Company any evidence if identified which may indicate or likely to lead to an abnormal or dangerous situation at the earliest opportunity and immediately take the first emergency control steps within Contractor's scope at operational site.

11.0 RIGHTS AND PRIVILEGES OF COMPANY:

- 11.1 Company shall be entitled to check the Seismic Recording Equipment, or any other Contractor's items before the commencement of field survey. Contractor should provide proof of date of purchase of equipment, item-wise, at the time of inspection. If they are not found in good order or do not meet specifications as

per contractual stipulations or in case of non-availability of some of the Contractor's items listed in the agreement, the commencement date shall then be the date when Contractor remedies such default/shortcomings. The Company also reserves the right to inspect the equipment at any time during the operation at field. Any loss caused on account of replacement of short and defective equipment shall be owned by the Contractor. Any equipment found defective and unserviceable during the tenure of the contract shall be replaced by the Contractor forthwith and all costs including customs duties, transport, freight and other taxes, levies and expenses for such replacement shall be borne by the Contractor.

11.2 The Company shall also be entitled:

- i. To check, at all times, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- ii. To approve the choice of sub-contractors for any essential third-party contract, concerning materials, equipment, personnel and services rendered by the Contractor. Such contract may be entered into by Contractor only after Company's approval.
- iii. To order suspension of operations while and whenever:
 - a. Contractor's personnel is deemed by Company to be not satisfactory; or
 - b. Contractor's works quality is deemed by Company to be not satisfactory; or
 - c. Contractor's equipment does not conform to regulations or to the specifications; or
 - d. Contractor's insurance in connection with operations hereunder is found by Company not to satisfy the requirement set forth in the contract; or
 - e. Contractor's equipment turns into a danger to personnel on or around the equipment.

END OF SECTION – III

SECTION-IV

SCHEDULE OF SERVICES/SCHEDULE OF RATES

Contractor has quoted their rates in Price Bid as per the attached Price-Bid Format (Proforma-B) considering the following stipulations. Payment shall be made for the actual Work done. All Day Rate Charges shall be pro-rated to nearest hour.

1.0 2D SEISMIC DATA ACQUISITION:

1.1 LUMPSUM MOBILISATION CHARGES (A):

Contractor shall quote lump sum mobilization charges (excluding GST) not exceeding 10% (Ten percent) of the total evaluated contract value (excluding GST) as per price bid format. Mobilisation charges shall be paid only for one seismic vessel one time only during the period under this contract.

1.2 LUMPSUM DEMOBILIZATION CHARGES (B):

Contractor shall quote lump sum De-mobilization charges (excluding GST). De-mobilization charges shall be paid only for one seismic vessel one time only during the period under this contract.

1.3 STAND-BY DAY RATE (C):

1.3.1 Standby charges are applicable for lost time due to:

- a. Deployment of vessel (s), if directed by the OIL, for purpose other than scheduled seismic surveys or other calibrations, over and above industry standards and practices or if the survey is temporarily suspended or if vessel(s) is displaced due to any modification or cancellation of such scheduled plan by OIL.
- b. Excessive streamer feather caused by environmental conditions. Contractor shall refer the matter to OIL's representatives when contractual specifications on streamer feathering are exceeded and the OIL's representative will decide whether to continue or suspend the operations.

Severe weather certified by on-board OIL's representative such that the survey operations are interrupted due to the streamer noise parameters being exceeded. Contractor will refer the matter to the OIL representative for agreement whether to continue or suspend the operations.
- c. Interference due to fishing and naval activities. This time will include the time it will take to re-start the production if the seismic vessel(s) is forced to stop production as a result of the interference.
- d. Interference from drilling activity or any other vessel(s) associated with drilling activity or seismic vessel(s) of other contractors, which cause acoustic noise exceeding the contract noise specifications.

- e. Extended line changes, if any, due to fixed structures.

Note: THE STANDBY CONDITION AS INDICATED ABOVE SHALL BE SUBJECT TO THE FOLLOWING:

In case of stoppage of work as per **clause no. 1.3.1 (a) to (e) above**, OIL shall pay stand by charges as per price schedule for the first four (04) days. If such standby continues, Contractor shall be paid at 2/3rd of Standby rate for a period of next four (04) days, and if such Standby lasts for a further period, then for a further period of four (04) days Contractor shall be paid at 1/3rd of the Standby rate after which zero rate shall be payable to the Contractor.

1.3.2 OIL shall **not** pay any charges **including standby charges** for vessel(s) component and personnel for:

- a) Time spent at port during routine port calls arranged by Contractor for change of crew, receiving supplies and time spent in voyage between port and work area.
- b) Work stoppage due to break-down of vessel(s) or equipment or any other factors for which OIL is not responsible.
- c) Time spent to conduct industry standard tests/calibration on all systems and equipment to ensure proper functioning of all systems prior to the start of survey.
- d) Time spent on line changes anywhere within the same area.
- e) Work stoppage ordered by OIL's representative onboard for non-compliance with quality standards.
- f) Time spent for paying out/in of gun arrays and streamer, balancing of the streamer, periodic routine instrument checks and calibrations, to meet the requirements of work standards. Time spent on normal industry standard testing and calibration of all equipment. Such testing should include daily and monthly instruments tests, gun pulse monitoring, cable depth indicator calibration, navigation system calibration, cable positioning system calibration and other industry standard routine tests.
- g) Time spent at port for initial security checks, custom clearance of the survey vessel(s), data drops and any other statutory requirements applicable under Government of India's Rules and Regulations.
- h) Suspension of work (Work Stoppage) during normal tides and currents in the Survey area and suspension of work due to bad weather conditions, if any, due to monsoon.
- i) Time spent for processing of recorded data for QC on board.
- j) Standby charge shall not be payable if the Contractor continues the data processing job on board the vessel(s) for QC purpose after completion of data acquisition.

1.3.3 Standby time will not be applicable until the vessel(s) has been accepted and mobilization is completed.

1.4 2D SEISMIC DATA ACQUISITION (D):

2D seismic data acquisition, the chargeable LKM is defined as:

(The number of acceptable shots -1) X (shot point interval). The payment will be restricted for full fold coverage within first and last co-ordinates of the line.

No payment shall be made for run-in/run-out and overlap shots.

2.0 SEISMIC DATA PROCESSING AND INTERPRETATION:

2.1 2D SEISMIC DATA TIME PROCESSING (PreSTM) (E):

Charges for Time processing of 2D seismic data up to Pre STM per LKM. Basis, as per the Processing Sequence defined in Scope of Work, Section-II.

2.2 2D SEISMIC DATA DEPTH PROCESSING (PreSDM) (F) (Optional):

Charges for Depth processing of 2D seismic data up to Pre SDM per LKM. Basis, as per the Processing Sequence defined in Scope of Work, Section-II.

2.3 2D SEISMIC DATA INTERPRETATION (G):

Charges for 2D seismic data interpretation (time and depth) per LKM, as per Scope of Work, Section-II.

2.4 2D SEISMIC DATA INTERPRETATION REPORT (H):

Submission of Report with recommendation for exploration, Prospect analysis, calculated Oil & Gas Volume, prospect ranking and prospect risking, Lumpsum Charges payable as per Scope of Work, Section-II.

**END OF SECTION – IV
END OF PART-3**

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

Tender No: CEG4766P21

Sr l#	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 = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											

(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:

PRICE SCHEDULE

**PROFORMA FOR PRICED BID
2D SEISMIC DATA ACQUISITION, PROCESSING AND INTERPRRTATION
IN S1 & S2 AREA OF ANDAMAN DEEPWATER**

Currency of quoted rates: _____

Tender No : CEG4766P21

SL.	Item	Unit	Qty.	Unit Rate (exclusive of GST)	Total Price
<u>2D SEISMIC DATA ACQUISITION</u>					
1	Mobilization Charges (A)	Lump sum	1	MOB	1 x MOB
2	Demobilization charges (B)	Lump sum	1	DE-MOB	1 X DE-MOB
3	Standby charges (C)	Per Day	8	STAND	8 x STAND
4	2D Seismic data Acquisition (D)	Per LKM	15,000	LKM	15,000 x LKM
<u>2D SEISMIC DATA PROCESSING</u>					
5	2D Seismic data Time Processing (PreSTM) (E)	Per LKM	15,000	LKMT	15,000 X LKMT
6	2D Seismic data Depth Processing (PreSDM) (F) [Optional]	Per LKM	15,000	LKMD	15,000 X LKMD
<u>2D SEISMIC DATA INTERPRETATION</u>					
7	2D seismic data interpretation (Time), Velocity Modelling, Depth conversion. (G)	LKM	15,000	LKMInt	15,000 X LKMInt
8	Submission of Report with recommendation for exploration, Prospect analysis, calculated Oil & Gas Volume, prospect ranking and prospect risking (H)	Lumpsum	1	IntR	1 X IntR

Total Charges for 2D seismic Data Acquisition, Processing and interpretation (excluding GST) (I=A+B+C+D+E+F+G+H)	
GST @ _____%, (J)	
Total Charges for 2D seismic Data Acquisition, Processing and Interpretation (including GST and customs duties) (K=I+J)	

2. Name & Address Of Indian Agent, if any : _____

3. Indian Agency Commission, if any (included in quoted price) ____ %

Note:

- a) Bidders should quote lump sum mobilization and demobilization charges. Quoted Mob / Demob charges (excluding GST) should not exceed 10% (Ten percent) of the total evaluated contract value (excluding GST) covering seismic data acquisition, processing and interpretation in both S1 & S2 Areas as per price bid format.
 - b) For evaluation purpose the total cost $K=(A+B+C+D+E+F+G+H+J)$ will be considered.
 - c) Bidder should fill up the applicable GST percentage in the above table. If no GST percentage mentioned then 12% GST will be considered and the same will be binding on the successful bidder
 - d) The data acquisition rates shall be inclusive of all costs for pre-survey Bathymetry survey, cost of acquisition, processing of DGPS positioning data and preparation of post plots of survey lines including all costs for DGPS Navigation system as primary.
4. The standby charges will be paid at the daily rate prorated (24 hours a day basis) to the nearest half hour "subject to the standby clause 13 of Section II.
 5. OIL shall withhold **10 % of the acquisition charges** from the invoice value at each occasion. It will be released only when data acquisition, Processing and interpretation of Area in question is completed as prescribed in Appendix-A2 and A2.1 and complete data set with interpretation report have been delivered to OIL at its designated premises within India.

BID FORM

To
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

Sub: IFB No. CEG4766P21

Gentlemen,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of Total estimated contract value 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 _____

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Tender No.: CEG4766P21**STATEMENT OF COMPLIANCE****(Only exceptions/deviations to be rendered)**

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

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON-COMPLIANCE	REMARKS

(Authorised Signatory)**Name 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 highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

FORM OF BID SECURITY (BANK GUARANTEE)

Ref. No.

Bank Guarantee No.

TO
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

WHEREAS, (Name of Bidder) (hereinafter called “the Bidder”) has submitted their Bid No. datedfor the provision of certain OILFIELD services (hereinafter called “the Bid”) against OIL INDIA LIMITED, KG BASIN & BEP PROJECT, KAKINADA (hereinafter called the “Company”)'s IFB No.....

KNOW ALL MEN by these presents that we (Name of Bank) having our registered office at (hereinafter called “the 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.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo moto; 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/email), without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or two or all 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.

SEALED with the common seal of the said Bank this Day of, 2020.

SIGNATURE AND SEAL OF THE GUARANTOR.....

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 denominated in the currency of the Company's country or an equivalent amount in a freely convertible currency.
 - The Date of Expiry of Bank Guarantee should be 150 days after the bid closing date as stated in the tender document

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To:
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

WHEREAS (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... dated 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 by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)**(calculated at **90 days** after Contract completion date).

SEALED with the common seal of the said Bank this Day of, 2020.

SIGNATURE & SEAL OF THE GUARANTOR :.....

Name of Bank

:.....

Address :.....

.....

Date :.....

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B. Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

CONTRACT FORM

This Contract is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and Project Office at D.No.11-4-7, 3rd Floor, Nookalamma Temple Street, Ramaraopeta, Kakinada-533004, Andhra Pradesh, India, 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 E-Bid No. _____ dated _____ submitted by the Contractor against Company’s E-Tender No. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this 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 Award 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 Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexure attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) General Conditions of Contract (GCC), (Part-3, Section-I)
 - (b) Scope of Work/Terms of Reference/Technical Specification (TOR), (Part-3, Section-II)
 - (c) Special Conditions of Contract (SCC), (Part-3, Section-III)
 - (d) Schedule of Services/Schedule of Rates (SOR), (Part-3, Section-IV)

- (e) Estimated CIF value of items at the time of import, (Proforma-A)
- (f) Price Bid Format, (Proforma-B)
- (g) Performance Security, (Proforma-F) & Performance Security from Ultimate Parent /Supporting Company (Proforma-J)
- (h) Letter of Award
- (i) Format of Agreement between Bidder and Parent/100% owned Subsidiary Company (Attachment – I)
- (j) Parent Company/Subsidiary Company Guarantee (Attachment – II)
- (k) Format of Agreement between Bidder and Sister Subsidiary/Co-subsubsidiary Company and the Ultimate Parent/Holding Company of both the Bidder and Sister Subsidiary /Co-Subsidiary (Attachment –III)
- (l) Integrity Pact

In case of contradiction between GCC/SCC/TOR/SOR, the terms and conditions mentioned in TOR will prevail followed by SOR, SCC and GCC - in that order.

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 Kakinada 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
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

Sir,

Sub: OIL's IFB No. CEG4766P21

We _____ confirm that Mr. _____ (Name and address) is 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

Date: _____

TO
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

Sir,

Sub: OIL's e-tender No. CEG4766P21

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____ 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.

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

To
OIL INDIA LIMITED
KG BASIN PROJECT
D NO. 11-4-7, 3RD FLOOR,
NOOKALAMMAA TEMPLE STREET,
RAMARAO PETA, KAKINADA 533004
ANDHRA PRADESH, INDIA

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: _____

INTEGRITY PACT

Between

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

and

----- hereinafter referred to as “The Bidder/Contractor”

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for services under Tender **CEG4766P21**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

D. MISHRA

SR. OFFICER (C&P

(For the Principal)

Place: Kakinada

Date: 24.07.2020

(for the Bidder/Contractor)

Witness 1 :

Witness 2 :

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s... .. (Name of the Bidder) for the last three (3) completed accounting years up to (as the case may be) are correct.

YEAR	TURN OVER In INR Crores / US\$ Million*	NET WORTH In INR Crores / US \$ Million *

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

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

[* Applicable only for GLOBAL tenders.]

.....

**Format of undertaking by Bidders towards submission of authentic
information/documents**

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No: CEG4766P21

To,
Executive Director (KGB&BEP)
Oil India Limited
KG Basin Project
Kakinada, India

Sir,

With reference to our Bid/Offer 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)

FORMAT FOR LINE OF CREDIT FROM SCHEDULED COMMERCIAL BANK

We -----(Name of Bank) having our registered office at -----hereby confirm the company M/s.....(bidder) having registered office at.....is having account with our bank. Presently the credit limits of the company are as under:

Item	INR
Sanctioned Line of Credit	
Utilised Line of Credit	
Balance Line of Credit	

We further confirm that we are scheduled commercial bank having Net Worth more than Rs. 100 Cr.

Authorised Signatory of Bank

DECLARATION BY BIDDER REGARDING CONCURRENT COMMITMENT

I/Weaged.....years, 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)
					(4-5)
1	2	3	4	5	6
	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).				
SIGNAND 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%.					

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY /

100% OWNED SUBSIDIARY COMPANY (As the case may be)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

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

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

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

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

For and on behalf of (Bidder)

For and on behalf of

(Parent Company/Subsidiary Company
(Delete whichever not applicable))

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

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

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS

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

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

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

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

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

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

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

For & on behalf of (Parent Company/Subsidiary Company

(Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
 Full Name _____
 Address _____

Signature _____
 Name _____
 Designation _____

Common seal of the
 Company_____

Witness:

2. Signature _____

 Full Name _____

 Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee shall be executed on stamp paper of requisite value and notarized.
2. The official(s) executing the guarantee shall affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary shall be furnished along with the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company shall also be enclosed along with the Guarantee.

“Obligation contained in the deed of guarantee No._____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

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)

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

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

.....

**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 113.08 Cr or USD 15.13 Million** during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
 - (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
 - (b) the liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
 - (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.

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

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

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

for and on behalf of

(Parent/Ultimate Parent/Holding Company)

(Delete whichever not applicable)

for and on behalf of

(Bidder)

Witness:

1.

2.

Witness:

1.

2.

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 relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

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

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

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

WITNESS NO.1

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

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

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

CALCULATION OF LOCAL CONTENT- SERVICE

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
A	Cost component						
	I. Material used cost	Rs./Foreign Currency					
	II. Personnel & Consultant cost	Rs./Foreign Currency					
	III. Other services cost	Rs./Foreign Currency					
	IV. Total cost (I to IV)	Rs./Foreign Currency					
B	Taxes and Duties	Rs./Foreign Currency					
C	Total quoted price	Rs./Foreign Currency					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A.IV.c)} - \text{Total imported component cost (A.IV.b)}}{\text{Total Cost (A.IV.c)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A.IV.a)}}{\text{Total Cost (A.IV.c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

Checklists

The bidder needs to mandatorily fill the following checklists.

CHECK LIST-1 **LIST OF KEY PERSONNEL TO BE DEPLOYED BY THE BIDDER**

Seismic Data Acquisition			
Position	Vessel		
	Bidder/ Technical collaborator*	Name	Experience (Total / Relevant)
Party Chief / Party Manager			
Project Manager			
Observer			
Seismologist			
Marine Operation Manager			
Sr. Surveyor			
HSE Manager			

Seismic Data Processing & Interpretation			
Position	Vessel		
	Bidder/ Technical collaborator*	Name	Experience (Total / Relevant)
Project Manager (Processing)			
Project Manager (Interpretation)			
Senior Processing Geophysicist			
Senior Interpretation Geophysicist			
Processing Geophysicist			
Interpretation Geophysicist			

Note:

- Bidder has to provide the details of manpower in the above format for each vessel.
- Kindly mention in the above table whether proposed key personnel are from the bidder or from the technical collaborator.
- Bidder may propose additional manpower list in above tabular form along with their bio data.
- The manpower as listed by the bidder in the above table shall be considered for evaluation.

CHECK LIST-2A**TECHNICAL EVALUATION CRITERIA**

Sl No	Technical Evaluation Criteria Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical Brochure of the Bid Document to support its remarks
		Complied	Not Complied/Deviation	
1	I. 1.0 (i)			
2	I. 1.0 (ii) a			
3	I. 1.0 (ii) b			
4	I. 1.0 (ii) c			
5	I. 1.0 (ii) d			
6	I. 1.0 (ii) e			
7	I. 1.0 (ii) f			
8	I. 1.0 (ii) g			
9	I. 1.0 (ii) h			
10	I. 1.0 (ii) i			
11	I. 1.0 (ii) j			
12	I. 1.0 (ii) k			
13	I. 1.0 (ii) l			
14	I. 1.0 (iii)			
15	I. 1.0 (iv)			
16	I. 2.0			
17	I. 2.1			
18	I. 2.2			
19	I. 2.3			
20	I. 2.4			
21	I. 2.5			
22	I. 2.6			

23	I. 3.			
24	I. 4.0			
25	I.4.1			
26	I. 5.0			

CHECK LIST-2B**FINANCIAL EVALUATION CRITERIA**

SI No	Financial Evaluation Criteria Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/Page No/Technical Brochure of the Bid Document to support its remarks
		Complied	Not Complied/Deviation	
1	II.1.0			
2	II.2.0			
3	II.3.0			
4	II.3.2.1			
5	II.3.2.2			
6	II.3.2.3			
7	II.3.3			
8	II.3.4			
9	II.4.0			

CHECK LIST-2C**COMMERCIAL EVALUATION CRITERIA**

SI No	Commercial Evaluation Criteria Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/Page No/Technical Brochure of the Bid Document to support its remarks
		Complied	Not Complied/Deviation	
1	III.1.0			
2	III.2.0			
3	III.3.0			
4	III.4.0			
5	III.5.0			
6	III.6.0			
7	III.7.0			
8	III.8.0			
9	III.9.0			
10	III.10.			
11	III.11.0			
12	III.12.0			
13	III.13.0			
14	III.14.0			
15	III.15.0			
16	III.16.0			
17	III.17.0			
18	III.17.1			
19	III.18.0			
20	III.19.0			

CHECK LIST-2D**GENERAL EVALUATION CRITERIA**

SI No	General Evaluation Criteria Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/Page No/Technical Brochure of the Bid Document to support its remarks
		Complied	Not Complied/Deviation	
1	IV.1.0			
2	IV.2.0			
3	IV.3.0			
4	IV.4.0			
5	IV.5.0			
6	IV.6.0			
7	IV.7.0			

CHECK LIST-3

Particulars	Bidder's Response
Vessel Name	
Original Built Date	
Owner	
If not owned, MOU / HLA with?	
A 2D vessel or a 3D vessel?	
Streamer length	
Statutory Certificate available?	
Does it Comply IMO Codes?	
Vessel has minimum residual life?	
Certificate of Registry / Nationality	
Vessel Age?	
Certificate of class valid?	
Does it Meets Class Requirement?	
Does the Vessel comply with DG Shipping circular?	
Total projects done by vessel, (3D & 2D included) in last 7 years?	
Has the vessel done 15,000 LKM of 2D data acquisition?	
Has the vessel done 375 Sq.Km. of 3D data acquisition?	
Has the vessel work history been provided?	
Remarks	

--END OF TENDER DOCUMENT--