



**ऑयल इंडिया लिमिटेड**  
( भारत सरकार का उद्योग ) पंजीकृत कार्यालय: दुर्गाचरण, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgacharan, Assam

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**e- TENDER NO.: CLG4119L14 DT. 10.07.2014**

***For***

**HIRING OF SERVICE PROVIDER FOR METOCEAN AND GEO HAZARDS STUDIES PRIOR TO DRILLING IN OFFSHORE BLOCK OF CAUVERY, GULF OF MANNAR, ( CY-OSN-2009/2)**

**Date & time of closing of Tender : As mentioned in the of e-portal**

**Date & time of opening of Tender: As mentioned in the of e-portal**

**(RUPAK KALITA)  
SENIOR MANAGER( C&P) (CEMG)  
FOR GENERAL MANAGER (GSC)  
FOR CHAIRMAN & MANAGING DIRECTOR**

**Declaration:**

**SPECIAL NOTE TO THIS TENDER :**

(A) The Tender as below has been addressed to 04( FOUR) Parties arising out of Expression Of Interest (EOI). The other prospective and interested Parties may also participate against this Tender subject to the following :

(i) To forward their application for issue of Tender document along with documentary proof of meeting 'Bid Rejection Criteria'(SECTION-VI of this Tender) to reach us within 10 days of publication at OIL's website. The application may also be sent to e-mail IDs: [corp\\_c&p@oilindia.in](mailto:corp_c&p@oilindia.in) and [rupakkalita@oilindia.in](mailto:rupakkalita@oilindia.in)

(ii) The application must be complete in respect of meeting the qualifying criterion mentioned under Bid Rejection Criteria (BRC) as stipulated in this Tender.

(iii) The parties must note that if Oil India Limited (OIL) is satisfied with the documentary evidences (provided by the party) establishing them to be eligible for issuance of the subject tender, the tender documents will be issued to the eligible party(ies). However, if the documentary evidences submitted by the parties are not able to establish the eligibility of the party(ies) to the satisfaction of OIL, no further correspondence will be made/entertained against the subject tender.

(B) The last date of receipt of applications, complete in all respect is **23.07.2014**. It is to be noted by all concerned that no correspondence against the subject tender will be entertained after expiry of the schedule date i.e. **23.07.2014**. As indicated above, parties may send their complete applications (with scanned copies of documentary evidences) through e-mail to the email IDs as mentioned vide (i) under para (A) above. The hardcopies of application must be received by OIL within **31.07.2014** , without which their applications will not be considered.

(C) OIL will issue the tender documents to the eligible parties after detailed scrutiny of the documents submitted by the parties. The tender documents will be issued through e-mail to the eligible parties and therefore, it is necessary that the parties must mention their valid e-mail IDs. The formal letter with tender documents will be issued to eligible parties latest by **08.08.2014**. No correspondence will be made if the parties are not found to be eligible for the subject tender as per the BRC.

(D) No request for extension of the above mentioned dates will be entertained.

## INDEX

### S U B J E C T

#### SECTIONS

(a)	Forwarding letter	-	Section -I	Page 3-9
(b)	Instruction to Bidders	-	Section II	Page 10-23
(c)	General Conditions of Contract	-	Section III	Page 24-40
(d)	Terms of Reference/Technical specification	-	Section IV	Page 41-65
(e)	Special Terms and Conditions	-	Section-V	Page 66-85
(f)	Bid Evaluation Criteria/Bid Rejection Criteria	-	Section-VI	Page 86-95
(g)	Schedule of Rates	-	Section VII- Proforma B & A	Page 96-104

#### PROFORMAS

(i)	Statement of Compliance ( Excepting BRC/BEC)	-	Proforma II A	Page 105
(ii)	Bid Form	-	Proforma II B	Page 106
(iii)	Contract Form	-	Proforma II C	Page 107-108
(iv)	Letter of Authority	-	Proforma III	Page 109
(v)	Attending bid opening format	-	Proforma IV	Page 110
(vi)	Bid Security Format	-	Proforma V	Page 111-112
(vii)	PBG Format	-	Proforma VI	Page 113
(viii)	e-tender guideline		Proforma VII	Page 114-115
(ix)	Integrity Pact	-	Proforma VIII	Page 116-117

#### ANNEXURES/ATTACHMENT

Annexure-I	Proforma for Bio Data of the Personnel to be deployed	Page 121
Annexure-II	Proforma undertaking from Contractor's Personnel	Page 122
Annexure-III	Form-A- general Information on Survey & Support Vessel(s)	Page 59-60
Annexure-IV	Form RSEE	Page 61-65
Annexure-V	HSE Exhibit	Page 82-85
Attachment-I	Agreement format between Bidder and Parent Company	Page 122-124
Attachment-II	Agreement format between Bidder and Sister Concern	Page 125-128
Attachment-III	Agreement format Parent and Subsidiary Company	Page 129-131

## SECTION- I

### **Forwarding letter**

**SUB: OIL'S E-TENDER NO. CLG4119L14 DT. 10.07.2014 HIRING OF SERVICE PROVIDER FOR METOCEAN AND GEO HAZARDS STUDIES PRIOR TO DRILLING IN OFFSHORE BLOCK OF CAUVERY, GULF OF MANNAR, ( CY-OSN-2009/2)**

Oil India limited (OIL), a Govt. of India Enterprise under Ministry of Petroleum & Natural Gas was awarded NELP VIII offshore block CY-OSN-2009/2 (area: 1621 km<sup>2</sup>) with 50% PI as Operator and Oil and Natural Gas Corporation (ONGC) with 50% PI in the Gulf of Mannar. The Production Sharing Contract (PSC) was signed on 30th June, 2010 and the Petroleum Exploration License (PEL) was granted on 2nd August, 2010 by the Government of India.

Oil India Limited (OIL), invite firm quotation for **HIRING OF SERVICE PROVIDER FOR METOCEAN AND GEO HAZARDS STUDIES PRIOR TO DRILLING IN OFFSHORE BLOCK OF CAUVERY, GULF OF MANNAR, ( CY-OSN-2009/2)**, under **Single Stage Two Bid** system from experienced and competent service providers meeting the BEC/BRC of the tender.

1.0 One complete set of bid document for hiring of above services is given herewith. You are requested to submit your most competitive bid through OIL's e-tender portal well before the scheduled bid closing date and time as mentioned in the portal against this tender. For your ready reference, few salient points (covered IN DETAIL IN THIS BID DOCUMENT) ARE HIGHLIGHTED BELOW:

(i)	Tender No	:	<b>CLG4119L14 DT. 10.07.2014</b>
(ii)	Type of Bid	:	<b>Limited Single Stage TWO Bid System</b>
(iii)	Bid Closing date & Time	:	<b>As Mentioned in the On-line Tender</b>
(iv)	Bid Opening date & time	:	<b>As Mentioned in the On-line Tender</b>
(v)	Bid Submission Place	:	<b>Bid to be submitted on line through OIL's e-tender portal. However, voluminous documents like catalogue, company's profile and any other volumetric technical documents etc as required as per tender can be submitted to the following address within the bid closing date and</b> : OIL INDIA LIMITED CEMG / E&D Group

			FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P
(vii)	Bid Opening Place	:	OIL INDIA LIMITED CEMG / E&D Group FC-24, 5th Floor IT Infrastructure Building, Sector 16A, Noida – 201301, U.P
(viii)	Bid Security	:	<b>Rs.3,71,000.00 or USD 6200.00 valid for 210 days from date of opening of technical bid.</b>
(ix)	Amount of Performance Bank Guarantee	:	@ 7.5% of Total Contract Value. The Validity of the PBG should be 06 months after completion of works or 03 months after completion of warranty obligation, whichever is later
(x)	Bid validity	:	180 days from the date of technical bid opening
(xi)	Completion period/Duration of the Contract	:	The contract shall be initially for a period of 1 (one) year from the Date of Commencement of the Contract with an option to extend the contract period for 6 (six) months at the discretion of Company at the same rate, terms and conditions.
(xii)	Quantum of Liquidated Damage for default in Timely Mobilisation	:	1/2 % of total contract value for delay per week or part thereof subject to maximum of 7 ½ %
(xiii)	<p><b>INTEGRITY PACT:</b> “OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Proforma-IV of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who sign the bid.”</p> <p><b>NAME OF INDEPENDENT EXTERNAL MONITOR:</b></p> <p>(a) Shri N. Gopaldaswami, IAS (Retd.). Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile). E-mail: gopaldaswamin@gmail.com</p> <p>(b) Shri Ramesh Chandra Agarwal, IPS. Phone: +91-9810787089, 91-1122752749. E-mail: rcagarwal@rediffmail.com</p>		

2.0 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders are required to submit both the “**TECHNO-COMMERCIAL UN-PRICED**” and “**PRICED**” bids through electronic format in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL’s e-Procurement tenders are given in website. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE**

**TENDER** are uploaded in the Technical RFX Response link only. **Please note that no price details should be uploaded in Technical RFX Response link.** Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under **“Notes and Attachments”**. A screen shot in this regard is given below. However, we request bidders to go through OIL’s e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL’s e – tenders. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Section – VI.

The screenshot shows the 'Display RFX Response' window. At the top, there are tabs for 'Technical RFX Response', 'Close', and 'Withdraw'. Below this, there is a summary of the RFX response, including the RFX Response Number (60006452), RFX Number (TEST2), Status (Submitted), RFX Owner (WIPRO\_TEST1), and Total Value (0.00 INR). The interface has several tabs: 'RFX Information', 'Items', 'Notes and Attachments', 'Conditions', 'Summary', and 'Tracking'. Below these tabs, there are sections for 'Event Parameters' (Currency: Indian Rupee, Detailed Price Information: Price with Conditions, Terms of Payment: 9010 90% against despatch+10% after receipt) and 'Partners and Delivery Information' (a table with columns for Function, Number, Name, and Valid from, which currently contains no data). Two callout boxes with arrows point to the 'Technical RFX Response' tab and the 'Notes and Attachments' tab, providing instructions on where to upload different types of bids.

Go to this Tab “Technical RFX Response” for Uploading “Techno-commercial Unpriced Bid”.

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

**On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Un-priced Bid” and “Priced Bid” in the places as indicated above:**

**Edit RFx Response:**

Submit | Read Only | Print Preview | Check Technical RFx Response | Close | Save | Verify sign

RFx Response Number 60006452    RFx Number TEST2    Status Withdrawn    Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFx Owner WIPRO\_TEST1    Total Value 0.00 INR    RFx Response Version Number 2    RFx Version Number 5

RFx Information | Items | **Notes and Attachments** | Conditions | Summary

Area for uploading Techno-Commercial Unpriced Bid\*

▼ Notes

Add | Clear

Assigned To	Category	Text Preview

Area for uploading Priced Bid\*\*

▼ Attachments

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

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

**Notes :**

- (i) The “Techno-Commercial Un priced Bid” shall contain all techno-commercial **details except the prices.**
- (ii) The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and clock on OK to save the File.
- (iii) The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate with organization name [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.
- (iv) 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.
- (v) Bidder is responsible for ensuring the validity of digital signature and it’s proper usage by their employee.
- (vi) The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

**4.0 Pre-Bid Conference ( Optional ):**

4.1 OIL may organize a pre-Bid conference at New Delhi / Noida, India for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC)/Bid Evaluation Criteria(BEC), Terms of Reference/Technical Specifications, Terms and conditions of the tender to enable them to understand the exact service requirement of the Company. Bidders interested to attend the pre-bid conference should contact/intimate well in advance for details of the venue, to **Rupak Kalita, Sr. Manager ( C&P) ( CEMG), OIL INDIA LIMITED, 5th Floor, FC-24, IT Infrastructure Building, Sector 16A, NOIDA, UP E-MAILS : [rupakkalita@oilindia.in](mailto:rupakkalita@oilindia.in); [cemg\\_c&p@oilindia.in](mailto:cemg_c&p@oilindia.in)**. Foreign bidder may also request for an invitation letter, if required, for the purpose of visa for attending the conference.

4.2 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.

4.3 The prospective bidders shall submit their queries through E-mail to e-mail id [rupakkalita@oilindia.in](mailto:rupakkalita@oilindia.in); [cemg\\_c&p@oilindia.in](mailto:cemg_c&p@oilindia.in) prior to the date of pre-bid conference and such queries must reach OIL's office within 15 days from date of publishing of this tender i.e. by **26.07.2014**. OIL shall either reply /clarify their queries through e-mail or in the pre-bid conference, if it is held. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office

5.0 Interested bidders may contact the following person to visit the site at their own expenses to have a realistic assessment of the requirement.

**Mr. G.K.GOGOI**  
**HEAD- DRLING(PROJECT)**  
**OIL INDIA LIMITED,**  
**IT Infrastructure building, 5<sup>th</sup> Floor, FC – 24,**  
**Sector 16A, NOIDA 201301**  
**PH. NO. 0120-2511648**  
**E-mail: [cemg\\_c&p@oilindia.in](mailto:cemg_c&p@oilindia.in)**

6.0 For any technical help in regards to uploading of bids in the OIL's e-tender portal, may please contact the following person :

**Mr. A.J. Sarmah**  
**Sr. Manager- ERP, OIL INDIA LIMITED, DULIAJAN, ASSAM**  
**Ph no. 09954486025, e-mail : [ajsarmah@oilindia.in](mailto:ajsarmah@oilindia.in),**  
**[erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)**

We now look forward to your valuable offer through OIL's e – portal against the tender.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED



(Rupak Kalita )  
Senior Manager (C&P)( CEMG)  
For General Manager ( GSc)  
For Chairman & Managing Director  
**Ph no. 9910014067**  
**rupakkalita@oilindia.in**

**END OF SECTION I**

## SECTION – II

### INSTRUCTIONS TO BIDDERS

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

#### **A. BIDDING DOCUMENTS**

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

- (a) A forwarding letter highlighting the following points (Section I) :
  - (i) Company's Tender No.
  - (ii) Bid closing date and time.
  - (iii) Bid opening date and time.
  - (iv) Bid submission place.
  - (v) Bid opening place.
  - (vi) The amount of performance guarantee.
  - (vii) Bid validity.
  - (viii) Completion period of contract.
  - (ix) Quantum of liquidated damages for default in timely mobilizations.
- (b) Instruction to Bidders (Section II)
- (c) General Conditions of Contract (Section III)
- (d) Terms of Reference/Technical specifications (Section IV)
- (e) Special Terms and Conditions (Section V)
- (f) Bid Evaluation Criteria/Bid Rejection Criteria - (Section-VI)
- (g) Schedule of Rates- Section -(VII). To be quoted in Price Schedule Format as shown in **Proforma-B in the Price Bid only.**
- (h) Statement of Compliance Excepting BRC/BEC (Proforma II A).
  - (i) Bid Form (Proforma II B).
  - (j) Contract Form (Proforma II C).
  - (k) Proforma Letter of Authority (Proforma III)
  - (l) Authorisation for Attending Bid Opening, (Proforma-IV)
  - (m) Bid Security Form, (Proforma-V)
  - (n) Performance Security Form, (Proforma-VI)

- (o) Guideline to bidders for participating in OIL's e-procurement tender. (Proforma-VII)
- (p) Integrity Pact Proforma, (Proforma-VII)
- (q) Estimated CIF value of items at the time of import, (Proforma-A)
- (r) Proforma for Bio Dtaa of the personnel to be deployed ( Annexure – I).
- (s) Proforma Undertaking from Contractors Personnel ( annexure – II)

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

### **4.0 AMENDMENT OF BIDDING 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 Document through an Addendum.

4.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid 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.

## **B. PREPARATION OF BIDS**

### 5.0 **LANGUAGE OF BIDS:**

5.1 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 English version which shall govern for the purpose of bid interpretation.

5.2 **BIDDER'S/AGENT'S NAME & ADDRESS** : Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

6.0 **DOCUMENTS COMPRISING THE BID:**

6.1 The bid submitted by the Bidder must be under **Single Stage TWO Bid System** and shall comprise of the following components:

**I. TECHNO-COMMERCIAL UNPRICED BID**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc. as per Section IV
- (ii) Documentary evidence in accordance with the Bid Rejection Criteria (BRC) as per Section-VI.
- (iii) Statement of Non Compliance as per **Proforma-IIA**.
- (iv) Proforma-A: List of items to be imported ***without the CIF values***.
- (v) Copy of Priced Bid ***without indicating prices*** (Proforma-B).
- (vi) Integrity Pact digitally signed by OIL's competent personnel as PROFORMA VIII attached with the bid document to be digitally signed by the bidder.

**II. PRICED BID :**

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal :

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-IIB
- (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 should be quoted in Price Schedule Format as shown in **Proforma-B in Section VII**. Unit prices must be quoted by the bidders, both in words and in figures

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

8.3 All duties and taxes, corporate income taxes and other levies payable by the Contractor 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. 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 CURRENCIES OF BID AND PAYMENT:**

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

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

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

9.1 These are listed in Bid Rejection Criteria vide Section – VI.

**10.0 BID SECURITY:**

10.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.8.

10.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:

- (a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format vide Proforma-E or in another form acceptable to the Company : Bank Guarantee/LC issued from any of the following Banks only will be accepted :
  - i) Any Nationalised / scheduled Bank in India or
  - ii) Any Indian branch of a Foreign Bank or
  - ii) Any reputed foreign Bank having correspondent Bank in India

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids 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.

- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 180 days from the date of issue and payable at Delhi / Noida,.
- 10.3 Any bid not secured in accordance with sub-clause 10.2 above shall be rejected by the Company as non-responsive.
- 10.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 10.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security is furnished.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security may be forfeited:
- i) If any bidder withdraws their Bid during the period of bid validity
  - ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
  - iii) If the bidder does not accept the LOA issued by Company within the validity of the bid
  - iv) If the bid is accepted by OIL, and work is awarded but the contractor does not furnish the Performance Security.
- 10.8.1 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 10.9 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the C-folder of OIL's E-portal. The **original Bid Security** shall be submitted by bidder to the office of **General Manager (GSc), Attn: Sr. Manager (C&P) (CEMG), Oil India Limited, FC-24, 5th Floor, IT Infrastructure Building, Sector-16A, NOIDA-201301 , INDIA** in a sealed envelope which must reach General Manager (CMC)'s office before the Bid Closing date and Time failing which the bid shall be rejected.

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

Central Govt. offices and Central Public Sector undertakings of India. NSIC and SME vendor of India are exempted from submitting Bid Security.

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

12.1 Bids shall remain valid for **180 days** after the date of bid opening prescribed by the Company.

12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 9.0 above.

### 13.0 **SIGNING OF BID:**

13.1 The bid 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.

13.2 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.

13.2.1 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.

13.2.2 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

### **C. SUBMISSION OF BIDS:**

#### 14.0 **UPLOADING OF BIDS:**

14.1 This tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders are required to submit their bids through electronic format in OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given in Appendix-

A. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** are uploaded in the Technical RFX Response link only. Please note that no price details should be uploaded in Technical RFX Response link. Details of prices as per Bid format / Price-bid can be uploaded as Attachment in the attachment link under “Notes and Attachments”. A screen shot in this regard is given in para 3.0 of the Forwarding Letter. However, we request bidders to go through OIL’s e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL’s e – tenders. Offer not complying with above submission procedure will be rejected as per **Bid Rejection Criteria mentioned in Section – VI.**

14.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **PROFORMA – IIA. This should be a part of the Technical-bid.**

14.3 Timely submission of the bids through OIL’s e-tender portal is the responsibility of the Bidders. Bidders should submit their bid on-line before closing of the tender Date and Time.

14.4 Physical offers submitted by fax/e-mail/post etc will not be accepted.

15.0 **DEADLINE FOR SUBMISSION OF BIDS:**

15.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the “Invitation for Bid” in the OIL’s e portal System against subject e-tender.** The system time displayed on e-procurement web page shall decide the submission dead line.

16.0 **MODIFICATION AND WITHDRAWAL OF BIDS:**

16.1 The Bidder after submission of bid may withdraw and modify their bids within the Original Bid Closing Date and Time. However, it is the responsibility of the bidder to re submit before the closing date and time.

16.2 No bid can be modified subsequent to the deadline for submission of bids.

16.3 No bid may 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 if the tender is called for Bid Security.

## 17.0 **BID OPENING AND EVALUATION**

- 17.1 Company will open the Bids, including submission(s) made pursuant to para 14.0, in the presence of Bidder's representatives who choose to attend on the date, time and at the place mentioned in the Covering Note and e-tender portal. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 17.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 14.0 above shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 17.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, if any and such other details as the Company may consider appropriate.
- 17.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present during bid opening.
- 17.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 17.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 17.7 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.
- 17.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material/service deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

17.9 Time is the essence of the project and therefore generally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

17.10 The Company will examine the Technical and Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

17.11 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 any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

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

18.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (Section-VI) of the tender document.

18.2 For conversion of foreign currencies into Indian Rupees, B. C. selling (Market) rate declared by State Bank of India (SBI) one day prior to the date of price bid opening shall be considered.

#### 19.0 **CONTACTING THE COMPANY** :

19.1 Except as otherwise provided in para 16.5 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 para 16.5.

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

#### 20.0 **INDIAN AGENTS:**

Foreign Bidders are requested to clearly indicate in their bid whether they have any agent in India. If so, the bidders should furnish the name and address of their agents and state clearly whether these agents are authorized to receive any commission. The rate of the commission included in the rates quoted by bidder should be indicated which would be payable to Agent in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that an agency commission is not involved in the particular Bid. Further, Bidders are requested to submit their bid directly and not through their agents in India. **Offers made by Indian agents on behalf of their foreign principals will be rejected. Moreover, one Indian Agent cannot represent more than one foreign bidder against**

**the IFB. In case an Indian agent represents more than one foreign bidder against the IFB, then Bids of such foreign bidders shall be rejected against the IFB.**

**21.0 EXTENSION OF BID SUBMISSION DATE :**

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

**22.0 OPENING OF PRICED BIDS:**

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

22.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL, may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award(LOA) by OIL.

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

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

**25.0 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.

**26.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), SECTION-VI** of the Bid Documents.

**27.0 DISCOUNTS / REBATES/OTHERS :**

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

27.2 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.

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

27.4 **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.

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

**28.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS :**

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

29.0 Deleted

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

**D. AWARD OF CONTRACT**

**31.0 AWARD CRITERIA:**

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

**32.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

**33.0 NOTIFICATION OF AWARD:**

33.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing by registered letter / courier/ e - mail or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

**34.0 SIGNING OF CONTRACT:**

34.1 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.

34.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

34.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of

2(two) years from the date of default or the period as specified in OIL's banning policy.

**35.0 PERFORMANCE SECURITY :**

35.1 Within 2(two) weeks of 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-VI or in any other format acceptable to the Company and must be in the form of Bank Guarantee(BG) or an irrevocable Standby Letter of Credit(S L/C) from any of the following Banks :

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- ii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract or in equivalent US Dollars converted at the B.C. Selling rate of State Bank of India on the date of issue of LOA(Letter of Award). 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.

35.2 The Performance Security specified above must be valid for 3(three) months (covering the warranty period) plus 3 months to lodge claim, if any, beyond the contract period. The Performance Security may 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.

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

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

35.5 Failure of the successful Bidder to comply with the requirements of clause 23.0 and/or 24.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party may be debarred for a period of 2(two) years from the date of default or the period as per Company's banning policy.

**36.0 MOBILISATION ADVANCE PAYMENT:**

36.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the

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

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

**37.0 Local Conditions:**

It is imperative for each Bidder to fully inform 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 Bid 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 Bid Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

**38.0 SPECIFICATIONS :**

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

**END OF SECTION -II**

## SECTION –III

### GENERAL CONDITIONS OF CONTRACT

#### 1.0 **DEFINITIONS:**

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

- (a) "**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) "**Contract Price**" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**Work**" means each and every activity required for the successful performance of the services described in **Section IV**, the Terms of Reference;
- (d) "**Company**" or "**OIL**" means Oil India Limited;
- (e) "**Contractor**" means the individual or firm or Body incorporated performing the work under this Contract;
- (f) "**Contractor's Personnel**" means the personnel to be provided by the contractor to provide services as per the contract;
- (g) "**Company's Personnel**" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel.

#### 2.0 **EFFECTIVE DATE, MOBILISATION 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 Contractor in writing that it has been awarded the contract. The date of issue of Company's Letter of Award (LOA) shall be treated as the Effective Date of the contract.

**2.2 MOBILISATION TIME:** The mobilisation of the Vessel for pre-drilling offshore geo-survey, investigation and associated services shall commence on the date Company notifies the Contractor in writing that the Contractor has been awarded the Contract. Mobilization will be treated as completed from the time and date of commencement of the stipulated work after completion of mobilization of the Vessel including all the required crew & competent personnel and tools & equipment and ***obtaining all necessary statutory permission to commence the work (as stipulated in the Scope of work). This date of completion of mobilisation will be treated as the Commencement Date of the Contract for the contract period of one year and extendable by six months though the services against Stage –I may be***

***started immediately after issuance of LOA and completed prior to completion of mobilization of the Vessel for Stage-II.***

The mobilization of the Vessel, its Tools & equipment/accessories, personnel etc. should be completed by Contractor within 45 days from the Effective Date of the Contract. Details of Mobilisation of other services are furnished in Special conditions of Contract (**Section-V**).

- 2.3 DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization of the Vessel is completed in all respects shall be treated as Date of Commencement of Contract.
- 2.4 **DURATION OF CONTRACT** : The contract shall be initially for a period of 1 (one) year from the Date of Commencement of the Contract with an option to extend the contract period for 6 (six) months at the discretion of Company at the same rate, terms and conditions. The terms and conditions shall continue until the completion/ abandonment of the last well being drilled at the time of the end of the Contract. Extension of contract beyond one and half years and after completion of ongoing/ last well in progress will be agreed only after rates, terms and conditions are mutually agreed upon. Further details regarding duration/ period of contract with respect to different stages are indicated in Special conditions of Contract (Section-V).
- 3.0 **PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**
- 3.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 3.2 The Contractor should ensure that their Vessel, Tools, equipment & tackles and **Personnel** comply with applicable Company, Industry Standard, Statutory & Regulatory safety requirement, Rules, Regulations, Laws, Acts etc. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- 3.3 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 from Vessel, Local base or office/ field site, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard unless specified otherwise elsewhere in bid/ contract document.
- 3.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

**4.0 GENERAL OBLIGATIONS OF CONTRACTOR:**

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test and check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Except as otherwise provided in the Terms of Reference/Scope of Work (Section-IV) and the special conditions of contract, Contractor shall provide experienced and physically fit personnel as required to perform the work.
- 4.4 Contractor shall 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 successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its 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 herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

**5.0 GENERAL OBLIGATIONS OF COMPANY:**

- 5.1 Company shall, in accordance with and subject to the terms and conditions of this contract:
- 5.1 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 quarter of an hour. The rates contained in the Contract shall be based on Contractor's operation being conducted on a seven (7) days week and a twenty-

four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in Section-VII. 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.

- 5.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 5.3 Perform all other obligations required of Company by the terms of this contract.

**6.0 WARRANTY AND REMEDY OF DEFECTS:**

- 6.1 Contractor warrants that it shall perform the work in a first class, workmanlike, and professional manner and in accordance with the highest degree of quality, efficiency following the rules & regulations formulated by Govt. of India. 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 execution of the Contract or **within 3(three) months** after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work performed by others and charge the cost thereof to Contractor, which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security, if any, 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.
- 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. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor

shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

## 8.0 TAXES AND DUTIES

- 8.1 All taxes whether Corporate or Personnel or any other tax (excluding Service Tax & Cess which will be borne by Company) will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to sub-contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.

- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.
- 9.0 **STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:**
- 9.1 The Contractor shall comply with all the statutory obligations of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 9.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 9.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 9.4 Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.
- 10.0 **USE OF COMPANY'S EQUIPMENT:**
- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment

or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

**11.0 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 authorized 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.

**12.0 NOTICES:**

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

**COMPANY**  
**OIL INDIA LIMITED**  
**FC-24, 5<sup>TH</sup> FLOOR, SECTOR-16A,**  
**IT INFRASTRUCTURE BUILDING**  
**NOIDA – 201 301**  
**UTTAR PRADESH**  
**Fax No. 0120-2488327**  
**E-MAIL: [corp\\_c&p@oilindia.in](mailto:corp_c&p@oilindia.in);**  
**cemg\_c&p@oilindia.in**

**CONTRACTOR**

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

**13.0 HEADINGS:**

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

**14.0 Assignment and Sub – letting :**

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer , assign or sublet the Contract or any part or share / thereof / interest therein without the written consent of Oil India Limited . No undertaking shall relieve the Contractor from the full and entire responsibility.

15.0 **FORCE MAJEURE** :

- 15.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. 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) 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.
- 15.2 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.
- 15.3 Either party will have the right to terminate the contract if such "force majeure" condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to. In case a force majeure situation arises for a particular no of days, the contract period shall be extended by that many days without Liquidated Damages.

**16.0 TERMINATION:**

- 16.1 This contract shall terminate:
- (a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of Company.
- OR
- (b) For Force Majeure reasons as per clause 15.0 and its sub-clauses above.
- OR
- (c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.
- OR
- (d) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract. If any dispute arises on this account the same shall be settled as per the provisions of the contract.

OR

(e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

16.2 In the event of termination of contract under Clause 16.1(d) above, Company will issue 15 days prior written 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. Contractor shall be entitled for payment for services actually rendered in conformity with the contract up to the date of its termination subject to the certification by OIL.

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

#### 17.0 **SETTLEMENT OF DISPUTES AND ARBITRATION :**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The Arbitration should be conducted by a panel of 3 (three) Arbitrators, where each party shall appoint one Arbitrator and such Arbitrators should mutually select and appoint the third and Presiding Arbitrator. If any party fails to appoint an Arbitrator within 30 (thirty) days of being notified to do so by the other Party or if the two Party appointed Arbitrators fail to agree on the third Arbitrator, the Parties shall be at liberty to seek appointment of Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 by a petition before a Court having jurisdiction. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

#### 18 **SET OFF:**

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

#### 19.0 **APPLICABLE LAW :**

19.1 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 Noida / New Delhi.

19.2 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-as applicable to safety and employment conditions,
- b) The Minimum wages Act, 1948
- c) The Oil Mines Regulations, 1984,
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act,1965,
- g) The Contract Labour (Regulation & Abolition) Act.1970, and the rules framed their 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 & Miscellaneous Provisions Acts, 1952
- k) Service Tax Act
- l) Customs & Excise Act & Rules
- m) Oil Industry Safety Directorate (OISD) guidelines.
- n) Forest Conservation Act, 1980 & Environment Protection Act.
- o) Public Liability Act

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

## 20.0 **LIABILITY:**

21.1 Except as otherwise expressly provided, neither Company nor its co-leases, 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 therefrom.

- 21.2 Neither Company nor its co-leases, its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.
- 21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its co-leases, underwrites, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the 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 co-leases, 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.
- 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 therefrom.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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 its 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 **CONSEQUENTIAL DAMAGE:** 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 of 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.
- 23.0 **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 authorized agents or representatives of such party. The failure of Company to execute any right of termination shall not act as a waiver or amendment of any right of the Company provided hereunder.
- 24.0 **INDEMNITY AGREEMENT:**
- 24.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold the Company and its co-leases 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 of personnel, or damage to 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.
- 24.2 Except as provided hereof the 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 of personnel, or damage to 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.

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

**26.0 INSURANCE**:

26.1 The Contractor shall arrange insurance to cover all risks in respect of their vessel, personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

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

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance 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 fulfill the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991.

- 26.3 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.
- 26.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 26.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 26.6 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 by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 26.7 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 26.8 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.

#### **27.0 PERFORMANCE SECURITY:**

**28.0** The Contractor has furnished Performance Bank Guarantee \_\_\_\_\_ (being 7.1/2% of the estimated Contract value) in the form of Bank guarantee (No. dated \_\_\_\_\_) issued by \_\_\_\_\_. The Performance Bank Guarantee is valid up to \_\_\_\_\_ ( 06 months after completion of works or 03 months after completion of warranty obligation, which is higher) to cover the duration of contract including warranty obligations. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the Contractor shall suitably extend the validity of the bank guarantee. Company will discharge the bank guarantee not later than 30 days following its expiry. Contractor may submit Performance Security in the form of Bank Draft / Banker's cheque or in any other format acceptable to the company.

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

- 29.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 1/2% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 herein above.
- 29.2 Company also reserves the right to cancel the Contract without any compensation whatsoever in case the Contractor fails to mobilise the Vessel and commence stipulated work within the period indicated.

**30.0 PAYMENT & INVOICING PROCEDURE :**

- 30.1 Company shall pay to Contractor, during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this Contract.
- 30.2 Payments by Company to Contractor shall be made at Contractor's designated Bank. All Bank charges will be to Contractor's account.
- 30.3 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.
- 30.4 Contractor shall submit 03 (three) sets of all invoices to Company for processing of payment.
- 30.5 Contractor may raise invoices on monthly basis for the actual job done and completion of each milestone which is certified by the Company's representatives. Payment will be made on receipt of acceptable deliverables as per contract duly certified by the Company's representatives.
- 30.6 Payment of invoice, if undisputed, shall be made within 30 days of its receipt at Company's address.
- 30.7 The Company shall within 20 days of receipt of the invoice notify 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 within 30 days. This will not prejudice the Company's right to question the validity of the payment at a later date.

30.8 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 respect of any other billing, the payment of which may then or thereafter be due.

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

30.10 Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement

**31.0 SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies) except with Company's prior written consent. 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.

**32.0 MISCELLANEOUS PROVISIONS:**

32.1 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.

32.2 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.

- 32.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction. No objectionable materials/ items/ debris etc shall be stored or disposed in the area of operation. Contractor must be fully aware of the applicable rules, regulation, acts, laws and guidelines in this regards. If anything objectionable is dropped incidentally in sea by the contractor during execution of the contract, it must be recovered by the contractor at their own means and cost within reasonable time prior to leaving the area of operation. On the completion of the service/ services, Contractor shall submit a declaration at the time of demobilization of the survey vessel as well as on full completion/ termination of the contract stating that Nothing objectionable is disposed or left in sea in the area the operation and block. It is sole responsibility of the contractor even if OIL does not as for the same categorically.
- 32.4 Key personnel can not 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.
- 33.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's engineer will be associated with the work through out 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 Metocean Service Provider to major international oil companies in the Offshore & petroleum industry.
- 34.0 **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.

**(END OF SECTION - III)**

## SECTION-IV

### TERMS OF REFERENCE AND SCOPE OF WORK

OIL was awarded the Cauvery offshore block CY-OSN-2009/2 (area: 1621 km<sup>2</sup>) under NELP VIII bidding round with 50% PI as Operator and Oil and Natural Gas Corporation (ONGC) with 50% PI in the Gulf of Mannar. The Production Sharing Contract (PSC) was signed on 30th June 2010 and the Petroleum Exploration License (PEL) was granted on 2nd August, 2010 by the Government of India.

OIL has a program of drilling **three (3) wells (two firm & one optional)** in the above block. In order to facilitate precise positioning and safe anchorage of the MODU (Mobile Offshore Drilling Unit) and carry out the exploratory drilling of the three locations in the water depth ranges from 400m to 900m safely, in all weather conditions, OIL intend to hire the Metocean services from competent, technically experienced and financially sound parties as described in the subsequent paragraphs below.

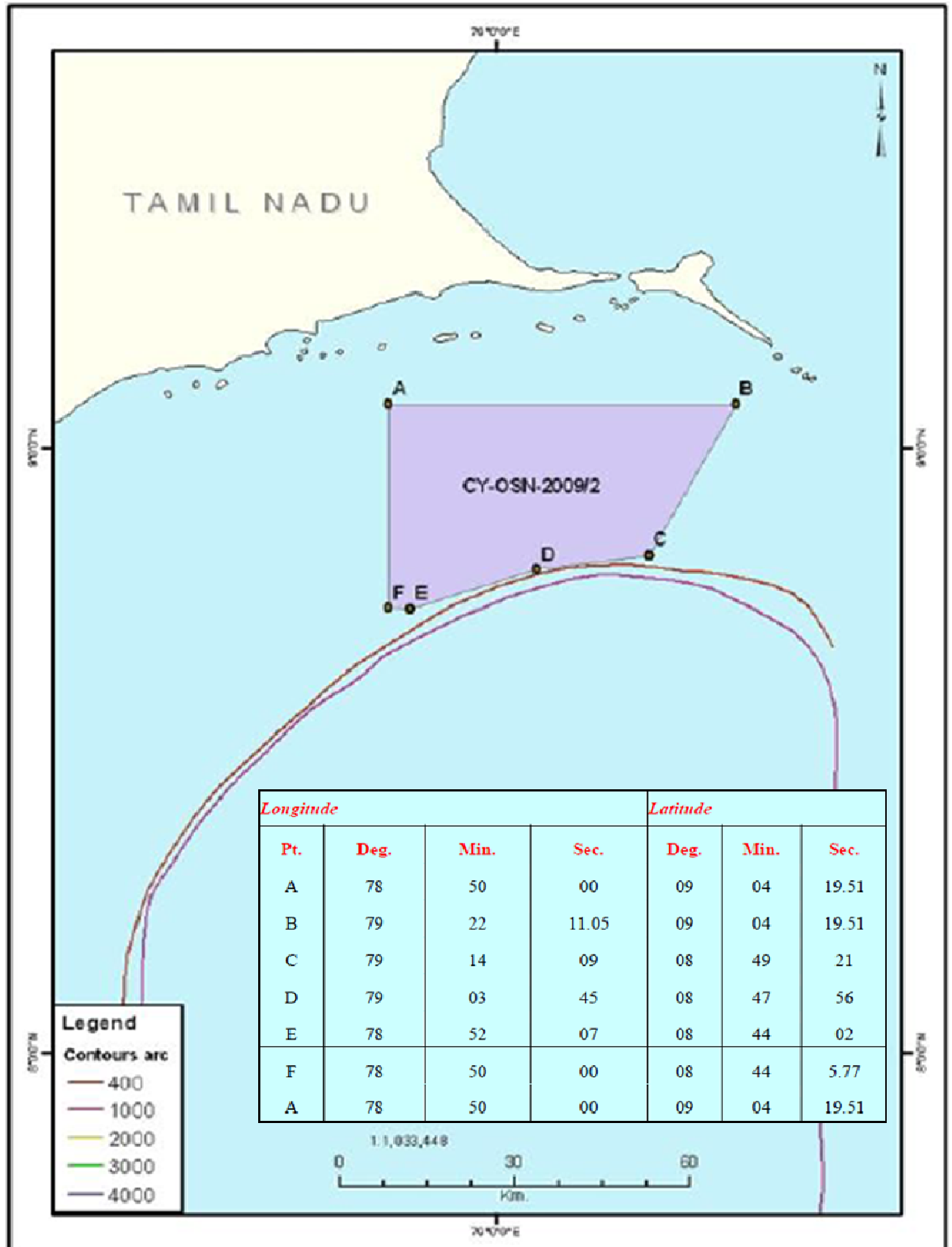
#### Position of the Locations:

The position of the identified two firm Locations which will be drilled and for which Metocean services are required, are furnished below. Details of the third (optional) location under the project/ block, **if finalised, will be intimated during the course of execution of the contract.**

Block Name	Location name	Objective	Water Depth (m)	TD (m) [WD + Sediment]	Location Details		
					Easting X Northing Y	IL	XL
CY-OSN-2009/2	Location-4A	Nannilam & Bhuvanagiri, KT Fms.	400	5600	X: 289197 Y: 989413	1660	6193
	Location-5	Nannilam & Bhuvanagiri, Andimadam Fms.	816	6020	X: 288650 Y: 977917	2110	6115

**Geodetic: World Geodetic System of 1984 (WGS 84), Major Axis (dm): 63781370.000000, Minor axis (dm): 63567523.142000.**

2.1. Position of the Block:



**INDEX MAP OF BLOCK CY-OSN-2009/2**

## **SCOPE OF WORK:**

The services to be rendered by the successful bidder/ contractor are broadly divided into **three stages** as described below.

### **Stage I, Part-i: DESK STUDIES:**

#### **SCOPE OF WORK:**

Bidder shall provide all information available in this block to measure the meteorological data such as wind speed, wind direction, wave speed, wave direction, and wave height, local climatic conditions prevailing over this block and also past history of any cyclones or storms.

Bidder shall submit detailed information about the met ocean conditions and also the source from where the data is acquired so as to understand and verify the reliability of the data and general information and to ensure that the data meets industry standards including, but not limited to, source of Visual Observing Fleet (VOF) and model data for the area with emphasis placed on Satellite data, like ARGOS /European Centre for Medium-Range Weather Forecasts (ECMWF)/Equivalent and analysis methodology in line with international practices for Deepwater operations as per OGP/API and other relevant industry guidelines.

#### **A. Bidder to provide the following but not limited to the following:**

- (i) Reliability of the Databases used for analysis and Bidder to indicate the Operators for which these databases have been used earlier in the deepwater environment as specified and the period of data referred to.
- (ii) Data Analysis methodology used by the Bidder like the number of Satellite passes over a period of time and with a reasonable comparison with the corresponding data for other blocks along the coast of India to ensure spatial consistency.
- (iii) Graphical representation of the results in the report (Plots, graphs, rose plots or equivalent).
- (iv) Quality of the data points.
- (v) Frequency of the data points presented in the report (Daily, Fortnight, Monthly, etc.)

#### **B. The Scope of Work shall include but not be limited to:**

Extremes of Winds, waves and Currents for the return periods of 1/5/10/50/100 years (Non-cyclonic and Cyclone)

##### a. Winds

- 1) Frequency distribution of the wind speed
- 2) Rosette plot of the wind direction.

- b. Waves
  - 1) Frequency distribution of the wave speed & wave period.
  - 2) Rosette plot of the wave direction.
- c. Currents
  - 1) Frequency distribution of surface current speed & current direction.
  - 2) Plots for regional surface currents over the past 10 years.
- d. Local Climatic conditions
  - 1) Frequency distribution and tabulated data of the local climatic condition for the entire year and also the past data for 10 years.
  - 2) Rosette plots / Graphs / equivalent for the same data indicating the tropical changes and the patterns.
  - 3) Tidal charts in the area.
- e. Tropical Storms / Cyclones
  - 1) Tabulated list of Tropical storms impacting the area of concern including the maximum intensities for 50 + years.

**C. DELIVERABLES:**

A Final report shall be submitted to OIL after completion of the study within 21 days from the date of issue of LOA (letter of Award). The final report to OIL should be both a Hard copy & in Soft copy to a designated OIL representative.

The final report shall consist of the following but not limited to

1. Summary of General Marine Climate with respect to the four prevalent seasons in a year:
  - Dec-Mar
  - Apr-May
  - Jun-Sep
  - Oct-Nov
2. Comments on the databases used, methodology used for analysis.
3. Comments on data quality
4. Local cyclones, depressions, reversal current phenomenon etc over the past years for the block.
5. Appropriate information and plots to support results of study (Items a – e)
6. Statistics of the meteorological parameters including the wind speed & direction, wind gust & current details.
7. The extremes, wind, wave and current, likely to be reached or exceeded (90%) in non-cyclonic and Cyclonic conditions in 1/5/10 year for assessing rig mooring and riser capabilities for the block and specifically for the two (firm) locations mentioned in the TOR.

1. Frequency distribution of the wind speed and rose plots of the direction.

## **Stage I, Part-ii (Optional):**

### **Scope of Work (Desktop study from OIL provided 3-D seismic data)**

1. Identify all shallow drilling hazards and risks for drilling in deep water environment within the block utilizing all existing 3-D seismic exploration data available with OIL for 2 wells (firm) and 1 Optional well, like shallow gas, shallow water flow and mud flow hazard and other drilling hazards defined by leading industry bodies like OGP for deepwater operations; Identification of any structural deformations such as folds, slumps, seabed slope stability, faults or fracture zones and any other potential hazards.
2. Shallow Geo-technical and hazard studies, identify seabed lithology, scour properties for scour potential, anchoring conditions, indicative bearing capacity for mud mats and general settlement characteristics (to a depth of 200 meters below the first Pressure containing Casing string or 1000 meters whichever is higher) from BML from existing 3-D seismic exploration data available with OIL.
3. OIL will issue a letter of intent/ advice to the Bidder to carry out the work/ study (if OIL exercises the option) and the study is to be commenced within 21(twenty-one) days from the date of issue of such advice.
4. Interim report on the findings from desktop study of 3-D seismic data to be submitted within 10 days of commencement of the work/study and the final report (complete in all respect) is to be submitted within 20 days from the date of commencement (i.e within 41 days from the date of issue of advice for the service).

**Note:** The final deliverables of this study will have to be interlinked ( if the option is availed) with Stage II study and integrate all findings on maps and grids and geo-reference with respect to the well location areas using Arc GIS and specifying specific risks and quantify them for the three drilling locations

## **Stage II: (One time for the entire campaign) Pre-Drilling Geo Surveys and Investigations:**

### **1. Objectives of the Survey**

The objectives of the survey is to carry out Pre-Drilling Geo Surveys and Investigations to

- 1.1 To assess accurate water depths (Bathymetry) within the

area where rig is to be mobilized. This will assist in the verification of suitability of rig to be mobilized for drilling in the 2 (two) firm wells & one optional well (may be decided in due course).

- 1.2 Identification of any structural deformations such as folds, slumps, seabed slope stability, faults or fracture zones and any other potential hazards.
- 1.3 Identify Hazards to Drilling rig and operating equipment to be employed during the drilling operation. To identify shallow patches, out crops, buried metal objects and shipwrecks if any. To identify sonar contacts/debris and other seabed features if any in the survey area.

## **2. Scope of work**

The extent and scope of surveys and investigations are broadly outlined as below:

- 2.1 Bidder is advised to refer to the objectives stated above and include all necessary items of Work as a part of Bidder's firm scope to meet the aforesaid objectives of surveys and investigations.
- 2.2 Bidder to provide operational procedures with the tools for carrying out survey.
- 2.3 Bidder shall note that suitable vessel is to be mobilized to carry out surveys and investigations.
- 2.4 Mobilisation of all applicable Equipment, machinery, vessels, crew, personnel, materials, tools, tackles, fuel, food, communication requirements etc complete to satisfactorily survey/investigate the area as specified in objectives and other procedures of this document. All expenses for executing the Work to complete scope are to be borne by Bidder. Obtaining all the necessary permits and permissions to carry out Work are in Bidder's firm scope. Bidder shall also be responsible for all customs clearances and formalities for importing and re-exporting Bidder's Vessel, equipment and others. OIL will only provide recommendation letters as deemed necessary by OIL. Bidder is responsible for obtaining all required statutory permits including clearance from ODAG/Naval etc for both Mobilisation & Demobilisation.

The outputs and all deliverables, reports, etc shall be handed over to in accordance with the delivery schedule. Survey and investigation work shall be carried out round the clock 24 hrs each day on continuous basis till completion of full Scope of Work. The entire scope of work for three wells (two firm and one optional) have to be completed within 60 (sixty) days from the date of commencement of work. Optional well if decided by OIL, will be intimated at appropriate time.

### **3.0**

3.0.1 The scope of work is based on standard industry guidelines like UKOOA/OGP and Bidder to indicate its equivalent and fit-for-purpose equipment in its inventory to meet the entire scope of work.

3.0.2 The particular site survey areas for blocks mentioned above will be provided at later stage. The co-ordinates of drilling locations indicated are preliminary and are subject to change and are provided to give approximate idea of water depths at site. Water depths up for the locations are in the range of 400m to 900m.

#### **3.1 Contract scope shall include but not limited to the following:**

3.1.0 Mobilization of all applicable Equipment, machinery, vessels, crew, personnel, materials, tools, tackles, fuel, food, communication requirements etc complete to satisfactorily survey/investigate the area as specified in objectives and other procedures of this document. All expenses for executing the Work to complete scope are to be borne by Bidder. Obtaining all the necessary permits and permissions to carry out Work are in Bidder's firm scope.

3.1.1 Bidder shall also be responsible for all customs clearances and formalities for importing and re-exporting Bidder's Equipment. OIL will only provide recommendation letters as deemed necessary by OIL.

3.1.2 On board processing the data so that the same can be handed over to OIL as soon as acquiring the same in stages as required by OIL.

##### **3.1.1 Bathymetry survey:**

(1) The extent of survey (site survey area) will be provided at a later stage. The Swathe Bathymetry survey shall be carried out in blocks for each drilling location with well co-ordinates as the centre of the said area:

All locations – within a radius of 5 KM from the well location.  
Survey Grid 100m x 100m.

In addition to the above for central portion of 500 m x 500m, with well co-ordinate as center, the grid size shall be reduced to 50 m in both directions. Additional lines run at 25m on all sides in both the direction from the centre of the proposed location.

It shall incorporate side scan sonar, sub-bottom profiler, Multibeam echo-sounder. Bathymetric data should be obtained using a hull mounted / side mounted, high frequency, narrow beam Multibeam echo sounder. Data should be digitally recorded.

After the field study, Satellite delivered real time tidal observation shall be conducted for a period of 30 days and harmonic analysis of the observed tidal data shall be conducted to derive the LAT and MSL – LAT relationship. This tide will be used to reduce raw water depth data to LAT.

Water column sound velocity should be determined as a minimum at the start and end of each location by use of a CTD (Conductivity, Temperature and Depth probe) or direct reading sound velocity probe suitable for use in the maximum water depths expected within the survey area. Water depths should be corrected for vessel draft, tidal level and referenced to an appropriate local vertical datum (LAT, MSL, etc).The water depth shall be referenced to Chart Datum (Indian Spring Low Water).

- (2) The seabed depths shall be reported as spot levels along survey lines and be reduced to the chart datum at site. The contours shall be plotted at 1m interval. Precision/accuracy of echo-sounder depth recording shall be 0.25m. Seabed gradients and irregularities shall be described.
- (3) The echo sounder shall be of dual frequency type, linked to a heave compensator. The echo sounder and heave compensator shall be such that accurate depth measurement is feasible in line with anticipated water depth range between 400 m to 900 m.
- (4) Sounding rates shall be minimum 2.5 soundings/ second. The data acquired shall be recorded in analog form on recording paper and digital output is required to be submitted.
- (5) Echo sounder shall be calibrated at the start and end of survey of each site of survey or every 48 hours whichever is earlier as per relevant international bodies guidelines

These calibrations shall include:

- a) Calibration for index error
- b) Calibration for transducer draught
- c) Calibration for velocity of propagation

### **3.1.2 Side scan sonar details and mapping:**

- a) The side scan sonar survey shall be run at every line along the **main survey** direction simultaneously with the Bathymetry surveys. Cross lines shall be run only when particular major object of hazardous nature is noted and if that requires additional information.
- b) Side scan sonar survey shall be done to map surface features of seabed to facilitate the safe movement of drilling rig/associated vessels. All the hazards likely to be encountered by rigs and vessels shall be brought out in the charts, reports to be submitted by

Bidder. These shall include, metal objects, debris, sunken crafts/ vessels, anchors, drifted nets etc.

- c) Vessel & Equipment to be deployed by Bidder shall be suitable for water depth range stated.
- d) The Equipment shall be dual channel, dual frequency type with operating frequencies suitable for water depths stated above (no less than 100 kHz). The recording shall be done digitally. Detailed charts / drawings showing results of side scan sonar survey shall be furnished by the Bidder.
- e) The sonar system shall be distortion corrected type i.e. capable of performing speed and slant range corrections.

### **3.1.3 Sub-bottom Profiling survey:-**

- a) The sub bottom profiling seismic survey shall be carried out simultaneously with the Bathymetry survey along all the survey lines where bed levels are proposed to be recorded as stated in item 3.1.1 above.
- b) Sub bottom profiling survey shall report nature, lithology of seabed at the drilling site. The soils up to 100 m depth below seabed shall be evaluated and reported. The Equipment shall be selected to meet this aforesaid requirement. Identification of any structural deformations such as folds, slumps, faults or fracture zones or any other potential hazards shall be carried out as a part of survey.
- c) The sub bottom profiler data interpretation shall clearly indicate depth and lateral extent of any soil units. Additional information such as seismic character and sedimentary features, used to characterize soil units and predicted geo-technical parameters should be described. Particular attention shall be given to indicate in the report of any softer soil stratigraphy within the zone of sub bottom profile range. Vertical profiles of the shallow sediments shall be obtained.

### **3.1.4 Magnetometer**

- a) To measure total magnetic field strengths to investigate ferrous objects lying on – or buried immediately beneath – the seafloor.
- b) The system should be capable of a sampling rate of at least 1Hz and have a sensitivity of at least one nanotesla (1nT).
- c) The sensor should be towed as close to the seabed as possible and sufficiently far away from the vessel to isolate the sensor from the magnetic field of the survey vessel.

## **4 Equipment & Personnel:**

- 4.1 A broad and indicative outline of equipment to be mobilised along with the vessel is provided in the table provided below.

- 4.2 Bidder is required to provide the details of the systems proposed to be used for the entire scope of work and the basis for selection of the proposed equipment and proof of usage in other similar deepwater projects and based on UKOOA/OGP and other standard Industry guidelines.
- 4.3 Bidder shall list out a detailed equipment list and are encouraged to propose additional equipment to carry out the scope of work satisfactorily and efficiently.
- 4.4 Bidder shall ensure that adequate back-up equipment is available onsite to ensure 100% redundancy to maintain continuous operations without any downtime.
- 4.5 There is likelihood of fishing activities in the survey area. Vessel to be mobilised shall be fitted with suitable grappling hook and a spare for use with onboard winch in the event that fishing nets are encountered in the area.

Indicative list of equipment but not limited to the following:

S. No	Particulars of Equipment	For 400 m. to 900 m. water depths
1	Positioning System	<p>Surface positioning of the survey vessel should be based on augmented global navigation satellite systems (GNSS), eg Differentially Corrected GPS (DGPS) or Clock and Orbit Corrected GPS (also referred to as SDGPS or Precise Point Positioning PPP) that typically yield sub-metre positioning accuracy.</p> <p>It is preferred that two fully independent surface positioning systems should be used. position of towed sensors should be determined by vessel mounted acoustic positioning system, eg a tracking Ultra Short Baseline System (USBL) that, when properly calibrated, typically yield a relative positioning accuracy of better than 1% of slant range from vessel transducer to transponder on the tow fish.</p> <ul style="list-style-type: none"> <li>• Bidder to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines</li> </ul>
2	Navigational System	<ul style="list-style-type: none"> <li>• PC NAV or equivalent Computer system</li> <li>• 2 computer systems per vessel + Monitors (1 spare), remote helmsman monitor</li> </ul>

S. No	Particulars of Equipment	For 400 m. to 900 m. water depths
		<ul style="list-style-type: none"> <li>• Online printer PCNav navigation and data logging software or eqvlnt</li> </ul> <p>Bidder to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines.</p>
3	Echo sounder	<ul style="list-style-type: none"> <li>• 1 x Survey Echo Sounder / &amp; Barcheck. (ODOM MK-2 Dual frequency or equivalent)</li> </ul> <p>Bidder to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines.</p>
4	Side Scan Sonar	<ul style="list-style-type: none"> <li>• EG &amp; G 260 seafloor mapping system or equivalent capable of covering 250 m on either side Adequate long cable</li> <li>• 2 Nos. SSS 100 KHz/ 500 KHz dual frequency tow fish with long soft tow cable length to cover 400 to 900 meters water depth</li> </ul> <p>Bidder to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines.</p>
5	Sub bottom profiling survey	<ul style="list-style-type: none"> <li>• Geo Acoustic boomer, EPC recorder, 8 element single channel hydrophone</li> </ul> <p>Bidder to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines</p>
6	Magnetometer	<ul style="list-style-type: none"> <li>• The system should be capable of a sampling rate of at least 1Hz and have a sensitivity of at least one nanotesla (1nT).</li> <li>• The sensor should be towed as close to the seabed as possible and sufficiently far away from the vessel to isolate the sensor from the magnetic field of the survey vessel.</li> </ul> <p>Bidder to indicate its equipment, systems and processes as per OGP/UKOOA/IMCA guidelines</p>
7	Other Equipment	<p>Plotter and drawing plotting software &amp; hardware for effective online plotting &amp; interpretation of survey data</p>

**NOTES:**

- i) **The age of the offered vessel shall be less than 24 years on the date of submission of techno-commercial bids. Supporting documentary evidence in this regard needs to be submitted in the technical bid.**
- ii) **Bidder(s) need to submit desired general information in Form-A with respect to the offered vessel and successful bidder will have to submit indicative Form-B (RSEE) duly filled up immediately after award of the contract. Form-A & Form-B are provided at the end of this section. If the Form-B is amended or changed, the latest version will be applicable.**
- iii) **If the option “Part-ii of Stage-I” is exercised, the final deliverables of the study will have to be interlinked with Stage II study and integrate all findings on maps and grids and geo-reference with respect to the well location areas using Arc GIS and specifying specific risks and quantify them for the three drilling locations**

**4.6 Personnel per vessel: -**

Bidder shall deploy minimum following key personnel with experience of minimum 3 years to perform the job as per OIL requirement:

- a. Senior Surveyor
- b. Navigator Technician
- c. Geophysicist
- d. Any other support personnel

CVs of all proposed personnel should be submitted to OIL well prior to start of work. Period in this regard shall be reckoned from date of opening of technical bid.

**5.0 Deliverables:**

*Bidder shall submit the following to OIL as a part of deliverables:*

- a) All summary reports for the Work, charts, drawings, maps and soft copies shall be submitted location wise. On board processor to compute the processing as soon as the data is acquired at site.
- b) Within 15 days of issue of LOA (Letter of award) a detailed survey procedure/ method statement shall be submitted by Bidder to OIL
- c) 3 copies of draft summary reports, maps, charts along with one soft copy in digital format
- d) Copies of final summary reports along with 2 soft copies in the form of CD's and Cartridges each. Format of soft outputs shall be firmed up by OIL during the kick-off meeting. The test sections of final report shall include but not limited to the following:

- a) Executive summary
- b) Introduction
- c) Listing of maps, charts, drawings enclosed with report
- d) Geological commentary
- e) Summary of events and important field notes
- f) Interpretation techniques
- g) Laboratory results
- h) Results of interpretation and analysis
- i) Summary

**NOTE: Geohazards Analysis and Reporting must be in accordance with the OGP guidelines (if not mentioned otherwise) for the conduct of offshore drilling hazard site surveys beside coverage of the indicated deliverables and scope of work under this stage. Any work, if not categorically mentioned/ indicated in the scope of work must be taken into account and carried out for the purpose of Geohazards Analysis and Reporting as per OGP guidelines for drilling of the wells (already indicated) by Anchored moored MODU (Semi-submersible or Drillship) will be deployed for drilling of the wells.**

### **STAGE III, PART –I:**

#### **MODU Positioning & Anchor Positioning:**

The Scope of Work will include but not be limited to:

1. Performing all positioning operations related to the Rig Positioning, Anchor Location and related services and reporting
2. Providing the real time rig position data to the OIL Representative on the rig;
3. Calibrating and maintaining the relevant equipment;
4. Provide assistance to the OIL representative on 24 hour basis on the rig while positioning the rig;
5. Rig outline including derrick position and moon pool centre position
6. Intended location with tolerance circles
7. Intended anchor positions
8. Range and bearing to target
9. Range and bearing to anchors if required
10. Performing all other services that are reasonably requested as part of Positioning

#### **Personnel:**

- a. Successful Bidder shall depute 2 qualified and skilled Survey Engineers with at least 5 years experience to cover 24 hour operations on the rig while positioning the rig. Bidder shall submit CVs of all the proposed personnel to OIL for their approval. Period in this regard shall be reckoned from date of opening of technical bid
- b. **If OIL opts for, successful bidder shall also depute one additional competent team (as per para a above) for**

**positioning system (to be provided on call out basis as optional service) on board for anchors positioning operation from the Anchor Handling Tug vessel.**

- c. Bidder shall also provide technician(s) to ensure equipment is operational at all times.

## **1. Methodology**

Bidder shall comply with the following reporting requirements as a minimum. Bidder shall also provide additional reports to OIL Representative as may be reasonably requested during the Work.

1.1 Positioning of the Drilling Unit will be by line of position at all times. The system will be interfaced to an online computer, along with a gyrocompass to give an online display of the Drilling Unit's position relative to the required location. The positioning system and gyro shall be calibrated and operated in accordance standard industry guidelines like OGP/IMCA. The computer system shall be capable of displaying the following:

1. Rig outline including derrick position
2. Intended location with tolerance circles
3. Intended anchor positions
4. Range and bearing to target
5. Range and bearing to anchors

A remote Visual Display Unit (VDU) must be provided for the rig/tow master and must display the above information. In addition where required for anchor running, the computer must be interfaced to accept input from a range/bearing system.

### **1.2 Positioning Systems (one on MODU & another one on Anchor Handling Vessel) on call out basis:**

One Positioning System with competent personnel as stipulated will be required on board of MODU for precise and accurate positioning of the rig as per industry standard/ guidelines.

As optional service, another Positioning System (fit for the purpose of anchor positioning of MODU as per industry standard/ guidelines) with competent personnel may be required on board of Anchor Handling Vessel(s) on call out basis for execution of anchor positioning operation as per requirement of positioning and anchor mooring of the MODU. OIL reserves the right to utilize the optional positioning service in any of the vessels under its activities as per operational requirement. Positioning system with crew may be required to be shifted from one to another vessel during the course of MODU positioning or Anchors positioning operation.

DGPS will be used, complete with appropriate back-up equipment. Pseudo corrections for all available satellites must be transmitted in industry standard format with average update rate of five (5) seconds from a dedicated onshore reference station.

Real time monitoring of the DGPS must be made to calibrate the accuracy of the differential corrections.

The mounting of antenna systems on the Drilling Unit's legs/columns, derrick or in other areas, will be as directed by OIL and shall be agreed prior to commencement of calibration or mobilisation.

### **1.3 Tools & Equipment Inventory**

Bidder shall maintain an up to date inventory of all of its tools, spares and equipment available at the rig, shore base, work boats or elsewhere. This report shall be submitted on a regular basis to the OIL's Representative.

### **1.4 Status Report**

Detailed hour to hour activities that were carried out are to be reported on 12 hourly basis. The final position of the rig shall be reported. This report shall be signed off by OIL and Bidder's representative on the rig.

### **1.5 Real Time Data**

The rig position shall be provided in real time through Navigation and Data Logging computer. OIL will facilitate data transmission. Bidder needs to furnish details of system requirement for such data transmission.

### **1.6 Final Report**

A final report shall be submitted to OIL within 3 days of completing each positioning service & completion of each well.

The final report shall consist of the following, but not limited to:

1. Operational report giving details of survey operations.
2. A brief summary of the equipment and the techniques used for the survey operations.
3. The result of the rig positioning services, after correction and calibration including any other relevant information necessary for interpreting and clear understanding of the results by OIL

### **1.7 Mobilization:**

1. All the tools & services are on call-out and lumpsum basis. OIL at its sole option may mobilize the Equipment while starting each well and demobilize. Please refer details of PRICE SCHEDULE (Section-VII) for the lumpsum amount payable for the services, mobilization and demobilization.
2. Successful bidder will have to complete mobilization and commence the work of MODU positioning & Anchors positioning

(optional) as stipulated in the Scope of work within 15 (fifteen) days from the date of issue of the firm advice if the party is from India/Middle East/Singapore/or Equivalent Geographically and 30 (thirty) days in case of any other places across the Globe.

3. Demobilization of all tools and services would be immediate on issuance of Demobilization notice.

### **1.8 QA/QC and Inspection**

Bidder is responsible for QA/QC of its services to be nominated from Industry standard QA/QC agencies/ TPIs.

OIL may inspect Bidder's Equipment using a third party inspection agency. OIL shall reserve the right to include a QA/QC Engineer as OIL Representative while the services are being carried out by the Bidder on the rig.

### **Stage III: SCOPE OF WORK FOR REAL TIME CURRENT MONITORING SERVICES ON RIG:**

#### **Single Point Current Meter:**

The Scope of Work shall include but not be limited to:

1. Mobilisation of all the equipment, personnel, materials, tools, tackles etc. required to satisfactorily performing the Work of Real time current monitoring on rig.
2. Provide all equipment, personnel, software and hardware to measure the real time surface and sub-surface currents, normally up to 50 m below sea level.
3. All data shall be recorded (as well as real time displayed) and stored. And at the end of each month or some other suitable time period, this data shall be presented to OIL.
4. Providing the real time data to the OIL Representative on the rig.
5. Calibrating and maintaining the equipment.
6. Real time measurement of current. Current meter should be capable of being deployed on guidelines (For Semi-Submersible Rig or Drill ship), in the moon pool or over the side of the rig. Bidder shall provide surface deployment system for single point current meter.
7. Performing all other services that are ancillary and incidental to carry any the scope of Work specified.
8. Bidder shall provide 3 copies of technical and operational manual in respect of all the equipment offered against this agreement.

### **Stage III: Weather Report (On daily basis for the entire campaign)**

#### **Scope of Work:**

1. To provide daily Weather report for operations. Unless advised to stop, Daily weather Report is to be provided daily and uninterrupted with effect from the day OIL desires, for which 7 (seven) days prior notice will be issued. OIL reserves the right to start, stop and restart the service at it's discretion. No amount will be paid during the period when service is not availed. The service if desired by OIL is to be stopped with immediate effect.
2. Sea state and weather forecasts must be provided on a minimum of a daily basis whilst operations are in progress. The forecast shall provide the following:
  - a. Meteorological situation for 6 hour periods covering wind speed (sustained and gust) and direction, significant and maximum wave height and direction and swell height and direction. Updates shall be provided twice a day when cyclones are predicted in the area.
  - b. Warnings and Forecast Summary.
  - c. Text forecast with 3 day look ahead
  - d. Graphic presentation of atmospheric pressure, wave and surface wind patterns
3. The forecast frequency shall be increased to 4 or even 8 times daily when a cyclone threat materializes and will continue until the threat ceases. These forecasts shall be issued when a storm develops within 1,000 nautical miles of the location/rig, or as directed. The forecast shall, as a minimum include charts showing gale storm, cyclone position, track and forecast movement.

#### **STAGE-III, PART-II**

##### **Optional Services (OS)**

##### **OS 1. Acoustic Doppler Current Profile (ADCP) System**

The Scope of Work shall include but not be limited to:

1. Bidder shall suggest different configuration and mounting position of ADCP to measure current profile for water depth range of 400 to 900 meters.
2. Mobilisation of all the equipment, personnel, materials, tools, tackles etc. required to satisfactorily performing the Work of Real time current monitoring on rig.

3. Provide all equipment, personnel, software and hardware to measure the real time current speed and direction through the water column, as well as the ADCP's heading, pitch and roll, and water temperature.
4. All data shall be recorded (as well as real time displayed) and stored. And this data shall be presented to OIL at the end of each month or some other suitable time period.
5. Providing the real time data to the OIL Representative on the rig.
6. Calibrating and maintaining the equipment.
7. Real time measurement of current profile. ADCP should be capable of being deployed in a seabed mounted frame using ROV. Bidder shall provide the appropriate frame to deploy sea bed mounted ADCP and housing for Rig ADCP with integral lead ballast weight to maintain system stability. Bidder shall provide surface deployment system for Rig ADCP.
8. Performing all other services that are ancillary and incidental to carry any the scope of Work specified.
9. Bidder shall provide 3 copies of technical and operational manual in respect of all the equipment offered against this agreement.

## **OS 2: Horizontal Acoustic Doppler Current Profile (ADCP) System**

The Scope of Work shall include but not be limited to:

1. Mobilisation of all the equipment, personnel, materials, tools, tackles etc. required to satisfactorily performing the Work of Real time current monitoring on rig.
2. Provide all equipment, personnel, software and hardware to measure the near surface current horizontally in the water depth range as specified.
3. All data shall be recorded (as well as real time displayed) and stored. And this data shall be presented to OIL at the end of each month or some other suitable time period.
4. Providing the real time data to the OIL Representative on the rig.
5. Calibrating and maintaining the equipment.
6. The horizontal ADCP current meter should be capable of measuring near surface current horizontally up to 300 m from a rig. Bidder shall provide surface deployment system for Horizontal ADCP.
7. Performing all other services that are ancillary and incidental to carry any the scope of Work specified.
8. Bidder shall provide 3 copies of technical and operational manual in respect of all the equipment offered against this agreement.

## ANNEXURE - III

### Form-A

#### **GENERAL INFORMATION ON SURVEY & SUPPORT VESSEL(S)**

(To be submitted with bid in respect of offered vessel)

##### **(A) SURVEY VESSEL (S) / SUPPORT VESSEL (S)**

- Name
- Owner
- Year of manufacture/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

##### **(B) 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) AUXILLIARY/OTHER EQUIPMENT**

List to be provided with specifications

**(D) STANDBY EQUIPMENT & MAJOR ASSEMBLIES**

List to be provided with specifications

**(E) SAFETY EQUIPMENT**

List to be provided as per requirement in the operation.

**(F) GENERAL INFORMATION**

- a) Years of experience and expertise on conducting 3-D 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.

**(End of FORM-A)**

## ANNEXURE - IV

### Form-B

(Refers to Sub Para 7I of the Revised Security Guidelines)

(To be submitted immediately 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. : NOT TO BE FILLED BY THE CONTRACTOR  
The names of Director and research staff of the project with their biodata.
2. Nationality : NOT TO BE FILLED BY THE CONTRACTOR
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 CONTRACTOR
4. The nature objectives and description of the research project with complete schedules of the research project with complete schedules of activation. : NOT TO BE FILLED BY THE CONTRACTOR
5. The precise geographical areas. 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)
- (j) Name of the :  
Commanding Officer (s) /  
Senior Officer Rank,  
Seniority
- (a) Number of officers (Attach :  
nominal roll)
- (l) 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) 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.
  
- i) 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.
  
- j) To provide GOI with any additional information or details as may be required from time to time.

**(End of FORM-B)**

**END OF SECTION - IV**

## SECTION V

### SPECIAL CONDITIONS OF CONTRACT

In order to facilitate precise positioning and safe anchorage of the MODU (Mobile Offshore Drilling Unit) to carry out the exploratory drilling of the firmed two locations and one optional well in the water depth ranges from 400m to 900m safely, in all weather conditions, OIL (Oil India Limited) intends to hire the services of Met Ocean in three stages as stipulated in the **Scope of Work (SOW) i.e Section-IV.**

#### **1.0 DEFINITIONS**

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

- 1.1 **‘OIL’ means Oil India Limited** the operator and also mentioned as Company in the tender document.
- 1.2 "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.
- 1.3 **SOW means the Scope of Work** as stipulated in this document.
- 1.4 **‘MODU’ means Mobile Offshore Drilling Unit** which may be of Semisubmersible type or Drill-ship (with anchoring System) complete with vessel, structures, Drilling Tools & equipment and all other allied accessories & items capable to drill in the water depth of 400-900m.
- 1.5 **‘OGP’ means International Association of Oil & Gas Producers.**
- 1.6 **‘OKOOA’ means United Kingdom Offshore Operators Association (UKOOA),** now Oil & Gas UK.
- 1.7 **“Associated or Allied services”** wherever mentioned means the equipment and services required to support and execute the services to be rendered as indicated in the Scope of Work.
- 1.8 **“Commencement Date”** means the date of issue of LOA from which contract period will start.
- 1.9 **"Company's Personnel"** means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel.

- 1.10 **“Contractor’s personnel”** means the competent personnel as mentioned under section-II (Scope of Work, Technical Specification and Terms of Reference) to be provided by Contractor from time to time to execute the services under Scope of Work efficiently and with quality.
- 1.11 **“Contractor’s Representative”** means such person(s) duly appointed by the contractor to act on Contractor’s behalf for the purpose of liaison with company and to resolve the matters related to the contract. It is to be notified in writing to the company.
- 1.12 **“Day”** means a calendar day of twenty four (24) consecutive hours beginning at 00:00 hrs. and ending at 24:00 hrs.
- 1.13 **“Approval”** as it relates to Company, means written approval.
- 1.14 **“Tools & Equipment”** means all the fit for purpose tools, equipment, machineries, accessories and materials to be made available for execution of services with quality (industry standard) under this Tender /Contract and as described in this document.
- 1.15 **‘Non-Operating Time’** is the time period during which contractor is not capable of rendering service due to extreme weather conditions in which their tools/ equipment/ machineries are not permitted/ capable to operate. Under such circumstances respective OEM’s limiting parameters are to be produced to OIL vis-à-vis weather conditions/ parameters when tools & equipment was/ were inoperative. If successful bidder/ contractor needs to wait to render service for a certain period for non-readiness of OIL, the same period will be considered as “Non-Operating Time”. Under such circumstances, Standby Day rate will be payable to the contractor provided such provision exists in Schedule of Rate for the relevant service.
- 1.16 **“Certificate of Completion”** means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- 1.17 **‘Price Schedule’/ ‘Price Schedule Format’ and ‘Schedule of Rate’/ ‘Schedule of Rate Format’** or Price Format are one and same even though may be mentioned differently in this document. It is meant for quotes from the bidders, bid evaluation and payment for the services.
- 1.18 **"Work"** means each and every activity required for the successful performance of the services described in Scope of Work/ Terms of Reference.

## **2. CONTRACT PERIOD/ DURATION:**

The duration of the Contract will be for one year from the date of issuance of LOA (letter of Award) and will be extendable by Six months on the same terms and conditions for the Metocean services required for exploratory drilling of two firm wells and one optional well. If required the services will be required to be continued till completion of last well even beyond one year and beyond 18 months in case of extension. The contract is to be executed in three Stages as stated below and in the Scope of Work. However, OIL reserves the exclusive discretionary right to terminate the contract after completion of two wells or anytime without showing any justification irrespective of performance thereof (as mentioned in “**General Conditions, Section-III**”) but serving minimum one month (30 days) notice in advance. It may also be noted that OIL may require Metocean services against Stage-I & II as per Scope of Work for firm two wells only if the optional well is not decided to undertake.

### **2.1 STAGE-I:**

- i) Desk Top study about Cyclone, Storm, Current, Wave & Tidal Data: Services against Stage-I as stipulated need to be carried out and completed including submission of Detailed Report containing all the required information within 21 (twenty-one) days from the date of issue of LOA (Letter of Award).
- ii) Optional Service as indicated in SOW: The study as stipulated in the SOW is to be rendered if OIL opts for the same. The study needs to be completed and Final Report thereof in details have to be submitted within 45 (forty-five) days from the date of issue of such advice.

### **2.2 STAGE-II:**

- i) Successful bidder will have to complete mobilization of the vessel including all the required men and materials to commence the work (as stipulated in the Scope of work) within 45 (forty-five) days from the date of issue of LOA. Mobilization will be treated as completed from the time and date of commencement of the stipulated work, which needs to be intimated to OIL-authority. Upon immediate completion of the work under stage-II, the same has to be intimated to OIL authority in black and white.
- ii) The entire scope of work for three wells (two firm and one optional) have to be completed within 60 (sixty) days from the date of commencement of work. Optional well if decided by OIL, will be intimated at appropriate time.
- iii) Demobilization must start with immediate effect on issue of demobilization advice. The vessel with men & materials is to be moved out/ demobilized from the area of operation (designated block) **within 7 (seven) days** from the day of issuance of demobilization advice by OIL. Demobilization in all respect has to be completed 30 (thirty) days from the date of issue of demobilization advice by OIL. From the 8th day up to 30th day from the day of issuance of demobilization advice, the vessel may be kept anywhere outside the

operational area/ block at contractor's own arrangement, responsibilities and expenses. Contractor must be fully aware of the prevailing formalities and procedure as per applicable rules, regulation, law, act, guidelines etc. with respect to demobilization of the vessel and compliance thereof. Contractor is solely responsible for such compliance at their own cost(if any).

- iv) Final report in details containing all the required information thereon must be submitted within 20 (twenty) days from the date of completion of entire work under Stage-II.

### **2.3 STAGE-III:**

- i) Upon study of the report on Stage-II and/or based on availability of MODU, as OIL (Oil India Limited) decides, advice for mobilization of all the items and manpower required for the services will be issued by OIL. Successful bidder will have to complete mobilization and commence the work of MODU positioning and Anchors positioning (Optional) as stipulated in the Scope of work within 15 (fifteen) days from the date of issue of the firm advice (on call out basis) if the party is from India/Middle East/Singapore/or Equivalent Geographically and 30 (thirty) days in case of any other places across the Globe. OIL at its discretion may or may not opt for the optional Anchors positioning System/ Services.
- ii) Other services except the optional service for ADCP (Acoustic Doppler current profile) system need to be mobilized and commence work within 20 (twenty days) from the date of issue of the firm advice in this regard.
- iii) The optional ADCP system and Horizontal ADCP system services (men & materials) as/ if required, will be called out by OIL, which will have to be mobilized within 20 (twenty days) and commence work from the date of issue of call out order.

**NOTE: Successful bidder is bound to provide all the optional services [irrespective of stage(s)] if/ when OIL asks for the service(s).**

3.0 **QUANTITY:** The quantity indicated in the **PRICE SCHEDULE (Proforma-B)** is for the purpose of bid evaluation only. However, payment will be made on actual work done basis.

4.0 **BACKUP SUPPORT:** In order to provide uninterrupted service, standby set of tools & equipment/ devices in perfect calibrated & working condition must be kept on board as backup support for the entire Scope of Work. The onus lies on the service provider regarding type, quality, quantity of the tools & equipment/ devices to be kept on board as backup to render services as per international and respective industry standards.

## **5.0 MOBILIZATION**

- 5.1 Mobilization is applicable for the vessel required for surveys and investigation for Geo-hazards and constrains as stipulated in **Stage-II of the Scope of Work**. Suitable and Fit for the purpose vessel as per Industry standard is to be mobilized with all the required Contractor's Personnel and Tools & Equipment to the designated area to be surveyed.
- 5.2 The contractor will intimate to OIL about readiness for commencement of mobilization/ shipment at least **15 days** prior to actual mobilization / shipment for its own work-plan. However, bidder/contractor is to complete mobilization within 3 months from date of receipt of LOA.
- 5.3 Mobilization will be treated as completed from the time and date of commencement of the stipulated work, which needs to be intimated to OIL-authority. Mobilization charges will be payable after completion of mobilization as approved/ certified by the company.

## **6.0 DEMOBILISATION**

- 6.1 Demobilization must start with immediate effect on issue of demobilization advice. The vessel with men & materials is to be moved out/ demobilized from the area of operation (designated block) **within 7 (seven) days** from the day of issuance of demobilization advice by OIL and shall be completed in all respect by contractor within 30 days from the date of issuance of such advice. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares. In case of failure to do so in the allotted time hereof 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. In the event all / part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the customs duty.

**NOTE: The bidders/ contractors must be fully acquainted and solely responsible for compliance with the relevant applicable Indian as well as International Rules, Regulations, Standards, Guidelines, Laws and Acts with respect to mobilization, demobilization, entry and exit to/ from India and providing**

**the services stipulated in the Scope of Work in Indian Territory. Any permission or approval or consent needs to be obtained from any authority is contractor's/ successful bidder's responsibility including expenses thereof. OIL will provide necessary/ essential document as may be required in order to obtain permission/ approval/ consent but the onus lies on the contractor/ successful bidder.**

## **7.0 CONTRACTOR'S PERSONNEL**

- 7.1 Except as otherwise hereinafter provided, the selection, replacement, and remuneration of contractor's personnel shall be determined by Contractor. Such employees shall be employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient. However, the contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The contractor shall not deploy its personnel unless approved by the company.
- 7.2 The Contractor shall nominate one of its personnel as Contractor's representative who shall be in charge of Contractor's personnel and who shall have full authority to resolve all day to day matters which arise at the site/ on board.
- 7.3 The Contractor shall have a base/ coordinating office in India to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor's obligations under the contract.
- 7.4 Contractor's Personnel: Contractor shall provide all competent manpower for necessary supervision and execution of all work under this contract to company's satisfaction except where otherwise stated. Contractor's personnel engaged in any of the offshore operation under the Scope of work, needs to possess valid offshore related mandatory/ statutory applicable trainings including HUET wherever applicable.
- 7.5 Bidder must submit **Annexure-I** containing the bio-data of personnel proposed to be deployed for services mentioned under **clause No. 1.2 of BRC-BEC, Section-VI** in support of credential for respective desired service(s). In case of any change at the time of execution of the contract, bio-data of new personnel to be deployed are to be produced for verification and approval by OIL authority. Successful bidder shall have to submit UNDERTAKING from their employed (directly or indirectly) personnel for the contract in Annexure-II prior to start of work.
- 7.6 **Replacement of Contractor's Personnel:** Contractor will immediately remove and replace any Contractor's personnel, who in the opinion of company, is incompetent, or negligent or of

unacceptable behavior or whose employment is otherwise considered by company to be undesirable.

- 7.7 Depending on the nature of Work, OIL may require Contractor's Personnel to work a minimum twenty eight (28) day rotation at the offshore Work Site to support the operations as per OIL requirements. In such cases, should Bidder desire to change their offshore Personnel for any reason whatsoever, in less than twenty eight (28) days, Bidder shall pay additional expenses incurred in doing this including charges towards helicopter transportation. Bidder shall ensure continuity with Personnel to ensure quality and performance of OIL's Work.

## **8.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY:**

- 8.1 a) During Stage II, Contractor shall provide standard Accommodation, food & services for all its own & its sub-contractor's personnel during the entire duration of the contract and for two (02) of company designated personnel free of charge as and when required on board of the vessel for the indicated service in Stage-II. Indian food is to be provided to Company's designated personnel( Indian Nationals).

b) However, OIL will be responsible for food and accommodations of the personnel need to be deployed on board of MODU/ Vessel (AHTS) during Stage III for the purpose of Rig & Anchors positioning and current meter.

c) In addition to the above, if ADCP service is availed, OIL will be responsible for Food and Accommodation of the personnel (maximum two at any point of time) need to be deployed on board for the purpose.

- 8.2 Transportation of Contractor's personnel will be arranged by Contractor whilst that of company's will be arranged by Company.

OIL will be responsible for transportation of the required tools & equipment and personnel mentioned against 8.1.(b) & (c) from nearest OIL's convenient place (envisaged to be Chennai/ Kakinada/ Tuticorin/ East coast of India) and time to & fro on board of MODU.

- 8.3 **Medical Facilities:** Contractor is responsible for medical facilities for its own & its sub-contractor's employees/ personnel engaged. The vessel (for Stage-II) must be equipped with essential medical facilities for the onboard crew as per applicable rules/ regulations/ laws. If situation arises, such facilities are to be provided to OIL-authorities on board.

OIL shall not be liable for any injury, illness, costs and damages on board or prior to the scheduled check-in time or subsequent to the disembarkation of Personnel at the designated Heli-base / Shore-base. However, Available medical facilities on board of MODU will be extended to the personnel mentioned against 8.1.(b) & (c) during the period of stay on board.

## **9.0 CONTRACTOR'S ITEMS**

- 9.1 Contractor shall provide contractor's items and personnel to perform the services under the contract as specified in this document.
- 9.2 Contractor shall be responsible for maintaining at his cost adequate stock levels of contractor's items including spares and replenishing them as necessary.
- 9.3 Contractor shall be responsible for the maintenance and repair of all contractor's items and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.
- 9.4 Zero day rate will be applicable for stoppage of operations on account of breakdown, non-availability or inadequate supply of contractor's items, including but not limited to, accessories, Fuel, lubricants, water and personnel.

## **10.0 HSE (Health, Safety & Environment)**

- 10.1 Bidder/ Contractor must have sound and integrated HSE Policies and good track record thereof. Contractor/ successful bidder shall observe such safety regulations in accordance with existing acceptable Industry Standards (IAGC and E&P Forum) in Offshore and applicable Indian as well as International Rules, Regulations & Laws and amendments thereof. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and maintain fire-fighting and evacuation equipment in sound condition at all times. Contractor shall conduct such Fire Drill, safety drills, Emergency Escape/ Evacuation Drills etc. Contractor is fully responsible for protection of environment. Any kind of HSE issue arises out of contractor's operation, the same is to be dealt with full responsibility by the contractor.
- 10.2 All the Personnel on board must be physically fit for working on board and of sound health. IME (Initial Medical Examination) needs to be carried out for each and every person engaged by the contractor and their Medical Fitness certificates for working on board (offshore vessel) are to be submitted to OIL prior to engagement in operation. No one of contractor's personnel (on board) will be accepted by Oil without IME and their Fitness certificate.

**10.3 HSE Exhibit provided at the end of this Section broadly defines the HSE Requirements & Guidelines.**

**11.0 Adverse Weather**

11.1 Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures and/ or stop operation for safety of Tools/ Equipment/ machineries and personnel. Contractor and company shall each ensure that their representatives, will not act unreasonably in the exercise of this clause.

11.2 Contractor must categorically indicate in their quote the limitations (parameters) of their tools & equipment beyond which those are not capable/ recommended to function/ operate. At the same time the contractor must have the ways and means to measure/ monitor the parameters to cross check so as to avoid elements of doubt.

**12.0 DAMAGES TO INSTALLATIONS / ENVIRONMENT**

It should be ensured 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.

**13.0 COMUNICATION**

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

**14.0 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 well-being of its employees.

**15.0 CONTRACTOR'S SPECIAL OBLIGATIONS**

**15.1.i** The bidders/ contractors must be fully acquainted with the relevant applicable Indian as well as International Rules, Regulations, Laws and Acts with respect to mobilization, demobilization, entry and exit to/ from India and providing the services stipulated in the Scope of Work in Indian Territory. Any permission or approval or consent needs to be obtained from any authority is contractor's/ successful bidder's responsibility including expenses thereof. OIL will provide necessary/ essential document as may be required on request from the contractor in order to obtain permission/ approval/ consent but the onus lies on the contractor/ successful bidder.

**15.1.ii Successful bidder must comply with the terms and conditions stipulated under BRC Clause No. 1.10.(II).(A) through F.**

15.1.iii It is expressly understood that contractor is an independent contractor and that neither it nor its employees and its subcontractors are employees or agents of company. However, company is authorized to designate its representative, who shall at all times have access to the Vessel, related equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by contractor. The contractor may treat company's representative on board/ site as being in charge of all company's and company designated personnel on board/ site. The company's representative may, amongst other duties, observe, test, inspect works performed by contractor or examine records thereof maintained by contractor.

**15.2 Compliance with company's Instructions**

Contractor shall comply with all instructions of company consistent with the provision of this Contract, including but not limited to safety instructions, confidential nature of information, etc. Such instructions shall, if contractor requests, be confirmed in writing by company's representative.

**15.3 Confidentiality of Information**

- i) All information obtained by contractor in the conduct of operations hereunder, including but not limited to, Seismic, Geology, Survey, Wells & Operational Block etc. shall be considered confidential and shall not be divulged by Contractor or its employees to any one other than company's representative. This obligation of contractor shall be in force even after the termination of the Contract.
- ii) 3D Seismic data for Stage-I, (ii) Optional Service will be made available in OIL's premises/ office for the purpose of study for the required period of time and this document cannot be taken out of office.

**16.0 IMPORTING**

16.1 Contractor should provide the list of items to be imported in the format specified in **Proforma-A** for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of goods from Indian customs at concessional (nil) rate of customs duty.

16.2 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during

the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 30 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.

## **17.0 COMPANY'S SPECIAL OBLIGATIONS**

- 17.1 OIL will provide necessary/ essential document as may be required from the operator/ company (OIL) in order to obtain necessary permission/ approval/ consent from Regulatory/ Govt. authorities but the onus lies on the contractor/ successful bidder.
- 17.2 Company's obligations with respect to food, accommodation, transportation and medical facility have been described in clause No. 8 and its sub clauses.

## **18.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, FORCE MAJEURE ETC.**

- 18.1 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.
- 18.2 **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.
- 18.3 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 in question.
- 18.4 **INVOICES**: Mobilization charges will be invoiced only upon completion of mobilization (as stipulated before), submission / production of appropriate inventory documents, and physical verification by company representative. Wherever Lumpsum amount is applicable for other services, can be claimed only after completion of respective work as per Scope of Work.
- 18.5 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.

- 18.6 Billings for daily charges (wherever applicable) will reflect details of time spent (calculated to the nearest quarter hours) and the rates charged for that time. This should be in the form of monthly time analysis chart(s).
- 18.7 Contractor will submit six 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.
- 18.8 Payment of monthly invoices, if undisputed, shall be made within 30 days ( unless otherwise mentioned) following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (up to one month) may occur.
- 18.9 Company shall within 20 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 18.3 above.
- 18.10 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 18.11 Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company. Mobilization should be complete in all respect before raising invoice.
- 18.12 Payment of demobilization charges shall be made when applicable within 45 days following 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 (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the Contractor before release of the final payment by the company.

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

18.14 **Subsequently Enacted Laws** : Subsequent to the date of issue of letter of intent if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the company/Contractor shall reimburse/pay Contractor / company for such additional / reduced costs actually incurred.

18.15 **Force Majeure** as described in "General Conditions of the Contract" will be applicable only in case of Day Rate (i.e line item No.ii of stage-II). Force Majeure charges per day rate in STAGE II(ii) of the Schedule of Rate format for personnel and equipment together shall be restricted to 50% of the respective Operation Day rate.(ODR).

#### 19.0 **Damage or loss of the Vessel, Tools & Equipment:**

19.1 The Contractor shall at all times be solely responsible for any damage to or loss or destruction of the "Vessel, Tools & Equipment" and its other property irrespective of how such loss, damage or destruction is caused, and even if caused by the negligence of the Company and/or his servants, agents, nominees, assignees, contractors and subcontractor ; the Contractor shall hold harmless and indemnify the Company from and against any expenses, loss or claim related to or resulting from such loss, damages or destruction.

19.2 If the Vessel, Tools & Equipment are declared to be a total loss and/or construed to be total loss, as determined by the applicable insurance coverage, this contract shall terminate in respect of the "Vessel, Tools & Equipment" as of the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of that "Vessel, Tools & Equipment", except for its payment of monies then due or liabilities to be charged in respect of work already done under this contract in respect of that "Vessel, Tools & Equipment".

#### 20.0 **LOSS OR DAMAGE OF CONTRACTOR'S VESSEL OR OTHER TOOLS & EQUIPMENT:**

20.1 Except as otherwise specifically provided in the contract, any damage to or loss, of the **vessel or any other tools & equipment** regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their

underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss of the Vessel / Unit or any other equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.

20.2 If the vessel or any part thereof or **any other tools & equipment** is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the damaged Unit / parts from operating areas to the satisfaction of the OIL. If the contractor unreasonably delays in removing the damaged Unit or any part thereof, the OIL may remove it and the contractor shall indemnify and reimburse OIL for all cost and expenses incurred by OIL in connection therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss / damage and / or ascertain whether such loss / damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.

## 21.0 **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 authorized 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.

## 22.0 **CUSTOMS DUTY**

22.1 **The Services under the Contract shall be carried out in NELP areas award to OIL and, therefore, imports under this Contract are presently exempted from customs duty. Company shall provide recommendatory letter to Directorate General of Hydrocarbons, New Delhi (DGH) for issuance of Essentiality Certificate (EC) to enable Contractor to import goods for providing services under this Contract at concessional (Nil) customs duty.** Contractor should provide the list of items to be imported under this Contract in the format specified in Proforma-A for issuance of recommendatory letter to DGH. On shipment of goods as per Proforma A, the Contractor shall intimate Company along with all shipping documents (with clear 15 working days notice) for arranging EC provided all the documents submitted by the Contractor are in order. Any consequences due to delay in providing EC will be to company's account.

22.2 **However, in the event customs duty is leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on contractor's items as provided**

in Proforma A or the actuals whichever is less, provided contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of customs duty shall be arranged by company and made available to the representatives of contractor at Calcutta within 3 working days after contractor submits the undisputed and clear necessary documents / duty assessment papers at company's office at Calcutta. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for customs duty payment shall be limited / restricted to the tariff rates as assessed by the customs on the day of clearance, or as on the last day of the stipulated mobilisation period in case of clearance thereafter, on the CIF value of items in Proforma A will be frozen and any increase in customs duty on account of increase in value on these will be to the contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing customs officer and as a result any excess customs duty becomes payable, it shall be to contractors account. Before filing Bill of lading, Bill of entry, the contractor's must consult the company to avoid payment of excess customs duty.

- 22.3 Contractor shall, however, arrange clearance of such items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/ charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

### **23.0 RIGHTS AND PRIVILEGES OF COMPANY**

Company shall be entitled -

- 23.1 To check the Vessel and Contractor's items before the commencement Date. If they are not found in good order or do not meet specifications as per Scope of Work/ Terms of Reference or in case of non-availability of some of the Contractor's items listed therein, the contractor may not be allowed for commencement until the contractor has remedied such default.
- 23.2 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by contractor. Sub-contract may be entered into by contractor only after company's approval.
- 23.3 To check, at all times, to inspect contractor's items/ tools/ equipment and request for rectification or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
- 23.4 To order suspension of operations while and whenever:

- a) Contractor's personnel is deemed by company to be not satisfactory, or
- b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
- c) Contractor's equipment turns into a danger to personnel on board.
- d) Contractor's insurance in connection with the operations hereunder is found by company not to conform with the requirements set forth in the contract.
- e) Contractor fails to meet any of the provisions in the contract.
- f) Any shortage in key personnel and inadequacy of other personnel.

23.5 To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

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

25.0 DISCIPLINE: The Contractor shall maintain strict discipline and good order among their respective employees and their respective Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company and Contractor governing the operations at the assigned worksites. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests, the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

## **ANNXURE - V**

### **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, security and environment Plan (HSSE 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 INDIA LTD 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 INDIA LTD 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 INDIA LTD 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 INDIA LTD in writing of those reasons, and provide details of actions taken to mitigate, reduce, or eliminate the reason.

- 1.9 It is expected that the CONTRACTOR shall have its own Standards which apply to HSE matters and shall comply with them where applicable. Where these Standards are not available, or in the reasonable opinion of OIL INDIA LTD, they fall below OIL INDIA LTD's own Standards then OIL INDIA LTD shall have the right to issue its own Standards in force from time to time, to the CONTRACTOR, in order that the CONTRACTOR shall comply with these provisions.
- 1.10 Failure by CONTRACTOR to adhere to, demonstrate compliance with or ensure CONTRACTOR 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 and shall take account of and integrate training requirements with OIL INDIA LTD's requirements and Policies, Standards and Guidelines as may be advised from time to time.

### HSE Promotion and Awareness

- 2.2 CONTRACTOR shall establish a mechanism for communication and feedback of HSE issues and performance among CONTRACTOR Personnel on the Site and to OIL INDIA LTD.

### HSE Professionals

- 2.3 CONTRACTOR shall provide specialist HSE advice and supervision and respond to HSE issues. CONTRACTOR provides sufficient numbers of experienced HSE supervisors on Site, covered by the Contract.

## 2.4 SUB CONTRACTORS

CONTRACTOR shall ensure that all its Sub-CONTRACTORS receive a copy of, and comply with the requirements of the HSE Plan accepted by Company and are provided with a copy of this Exhibit.

## 2.5 HSE Communications

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. Where applicable, CONTRACTOR's arrangements for emergency communications shall be integrated with the requirements of OIL and/or the Site and/or local or national or international support services.

## 2.6 HSE Meetings Programme

CONTRACTOR shall establish an effective structure and schedule for HSE meetings involving all CONTRACTORS' Personnel assigned to the Work, to promote communication and involvement in HSE matters. OIL INDIA LTD reserves the right to participate in such meetings.

## 2.7 PPE Requirements

2.7.1 CONTRACTOR shall ensure that all workers are provided with all necessary PPE at the Site. This shall, as a minimum, meet international standards and include the following:

- (a) Safety helmet (hard hat).
- (b) safety glasses/goggles.
- (c) High visibility vest or reflective bands on coveralls
- (d) Coveralls
- (e) Safety boots
- (f) Safety harness (for working at height/overside).
- (g) Special equipment for hazardous / unusual activity or conditions
- (h) Suitable gloves
- (i) Ear defenders

2.7.2 CONTRACTOR shall conduct risk assessments for all activities requiring the use of personnel protective equipment (PPE) and the specification of the required PPE, and provide additional and/or specialist PPE as required.

2.7.3 CONTRACTOR Personnel failing to use the appropriate PPE will be asked to use the appropriate equipment or stop work immediately. If the CONTRACTOR Personnel fail to use the PPE OIL may required them to stop work and/or leave the Site. Persistent repeated failures by CONTRACTOR Personnel to use appropriate PPE may result in OIL requiring the CONTRACTOR to permanently remove the relevant CONTRACTOR Personnel from the Site and replace the CONTRACTOR Personnel without delay and at no extra cost to OIL INDIA LTD.

## 2.8 Auditing and Review

2.8.1 CONTRACTOR shall establish a schedule for HSE audit / inspection for its activities and those of its primary Sub-CONTRACTORS, and provide a copy of the schedule to OIL.

- 2.8.2 OIL reserves the right to attend any HSE audit/inspection and must be provided with the necessary notification in due time to organise mobilisation.
- 2.8.3 Before commencement of the Work, OIL INDIA LTD may, at its sole option, conduct an audit to satisfy itself of CONTRACTOR's arrangements regarding HSE matters. OIL shall co-operate fully with the audit team and correct any agreed deficiency noted without undue delay and in any event before Work commences.
- 2.8.4 Upon request, CONTRACTOR shall supply OIL with copies of all reports and documents regarding HSE matters that it is required by legislation to maintain together with such other reports and information as OIL may require.
- 2.8.5 CONTRACTOR shall maintain and make available for inspection by OIL upon request all registers, records and any other documentation on environmental aspects of the activities being carried out or on the environmental management system implemented by CONTRACTOR
- 2.8.6 CONTRACTOR shall provide a report on HSE performance during the contract, as part of the contract close-out documentation.
- 2.8.7 CONTRACTOR shall provide HSE reporting on fortnight basis.

**(END OF SECTION -V)**

## SECTION – VI

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

#### **I. BID REJECTION CRITERIA**

The bid shall conform generally to the specifications and terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to the required minimum / maximum parameters stipulated in the technical specifications and to the respective international / national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

1.0 **TECHNICAL**: Bidders must meet the following criteria:

1.1 The Bidder should be an offshore oilfield/scientific service provider and should have in-house capability to provide all the services as mentioned in scope of work and should have minimum of 5 years of experience in providing the services in the water depth range as mentioned in scope of work to any E&P offshore operator, Offshore Drilling Contractor, or offshore scientific research organization. Period in this regard shall be reckoned prior to the schedule closing date of submission of Technical bid. The Bidder must have experience of carrying out similar work in deep water environment ( water depth beyond 400m) up to 900 meters. Bidders are required to submit documentary evidences like relevant pages of contracts/work orders along with completion certificate/payment certificate issued by the clients or any other documents showing details of work carried out to complete the full scope of work as enumerated in the Technical Specification etc.

1.2 The bidders shall quote for full Scope of Work and **required to refer to technical specification of the Bid for detailed scope of work for the services to be carried out in three stages.**

1.3 **Financial Requirement** :

1.3.1 The bidder shall have an average Annual financial turnover of minimum **Rs. 1.145 Crores or USD 184,800** during the last 3(three) years. Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the last three years ending as applicable should be submitted along with the technical bid. In case the audited Balance sheet and Profit Loss Account along with the bid are in

currencies other than Rs. or USD, the bidder shall have to convert the figures in equivalent Rs. or USD considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account is signed.

1.3.2 Bidders who themselves do not meet the above turnover criteria can also be considered provided that the turnover of the ultimate / holding parent company in the last financial year is more than **Rs. 1.145 Crores or USD 184,800** or equivalent in foreign currency. Copy of the latest published Audited Annual Report to be submitted by the ultimate / holding parent company, alongwith the techno-commercial bid.

1.3.3 In case the Bidder is a Consortium of Companies, any one of the Consortium members individually shall have to meet the financial turnover criteria mentioned in para 1.3.1 above

1.4 Bidder to confirm firm mobilisation of all applicable Equipment, Machinery, Vessels, Crew, Personnel, materials, tools, tackles, fuel, food, communication requirements etc complete to satisfactorily survey/investigate the area as specified in Scope of Work and other procedures of the Bid document. All expenses for executing the Work to complete the scope are to be borne by Bidder. Obtaining all the necessary permits and permissions to carry out Work are in Bidder's firm scope. Bidder shall also be responsible for all customs clearances and formalities for importing and re-exporting Bidder's Equipment. OIL will only provide recommendation letters as deemed necessary by OIL on request of Bidder as per prevailing Laws of Land.

1.5 Bidders to confirm that the outputs and all deliverables shall be handed over to OIL in accordance with the delivery schedule. When it involves On-site processing of data, the same can be handed over to OIL as soon as acquiring the same or in stages as required by OIL.

1.6 Bidders to confirm to provide a detailed methodology and project milestones at the time of submission of Bid and details of Tools/Tackles and operational procedures for each phase of work including but not limited to Details on survey systems and software, Details on Source data and data processing system to be used, Calibrations and others as per relevant and current industry guidelines.

1.7 Bidder to confirm to assign dedicated and experienced Project Manager for the entire project and to hold pre-start-up operational and QHSE Bridging exercises with OIL.

#### **1.8 Experience of Bidder's Personnel:**

- a) The bidder shall deploy competent personnel, as required for different services as per requirements stipulated in individual scope of work of various services: the Scope of Work, having minimum 3 years experience in their own field of operation.
- b) The bidder shall submit the bio-data of personnel proposed to be deployed for services mentioned under clause

No. 1.2 above. In case of any change at the time of execution of the contract, bio-data of new personnel to be deployed are to be produced for verification and approval by OIL authority. Bidder must confirm the same.

1.9 **Deliverables:** The bidder must be in a position to deliver the services as under and should categorically confirm to this effect:

**Stage I:** Bidder required to submit the desktop study deliverables under (i) and (ii)-of PROFORMA –B within 21 days from the issuance of LOA.

**Stage II:** Bidder required to carry out the services within 5 months from the date of issuance of the LOA. Under (i),(ii) , (iii) and (iv) of **PROFORMA B**

**Stage III:**

**Section 1:** Bidders are required to carry out the services on a Call-out basis for QA/QC Rig Positioning for three locations for which advance notice will be given by OIL as following:

- From India/Middle East/Singapore/or Equivalent Geographically: 15 days
- From Elsewhere in the World: 30 days

**Section 2: Daily weather forecast reports**

**Section 3: Current Measurement : Surface Current measurement from Sea surface (MSL) to 50 meters below sea surface ( MSL)  
Optional Services in Section 3: Horizontal Acoustic Doppler Current Profile (ADCP) System**

**1.10. (I) Duration of the Contract:**

**The duration of the Contract will be for One year from the date of issuance of LOA and may be extendable by Six months on the same terms and conditions.**

(II) Bidder to be responsible for obtaining all statutory permits and clearances required to perform the services as required as under but not limited to the following for all its Vessel and Personnel at its cost:

(II) (A) For Vessels, the bidder shall provide following valid documents, but not limited to, prior to start of work:

- a) Certificate of Registry
- b) International Load Line Certificate
- c) International Tonnage certificate
- d) Ship Safety Radio-Telephony Certificate
- e) Ship Safety Equipment Certificate
- f) Ship Safety Construction Certificate
- g) International Oil Pollution Prevention Certificate
- h) International Air Pollution Prevention Certificate
- i) International Sewage Pollution Prevention Certificate

- j) Safe Manning Certificate
- k) Safety Management Certificate
- l) International Ship Security Certificate
- m) Class Certificate
- n) G.A. Plan of Vessel
- o) Emergency response plan & procedures

(II) (B) bidder shall be responsible to obtain Specified Period license, if applicable, from the Director General of Shipping to operate off the Indian coasts

(II) (C) Bidder shall be responsible to obtain necessary clearances from Home Ministry, New Delhi for its crew and personnel

(II) (D) Bidder shall be responsible to obtain necessary clearances from Ministry of Defense, Indian Navy and other applicable regulations to operate the vessel off the Indian coasts

(II) (E) Bidder shall be responsible to obtain all statutory permission for vessel from regulatory authorities (like custom / immigration / coast guard etc.) for Entry, Operation & exit in/from the country.

(II) (F) Bidders make themselves aware of the Indian regulatory requirements that apply to carrying out the scope of work with respect to licenses, and other applicable rules for carrying out the work; Bidder with knowledge of the area of operations and by its independent observations and enquiries to have fully informed and satisfied itself as to the nature of the area of operations, means of access, local facilities, climatic conditions, labour conditions and practices, local terrain conditions, local logistical requirements, any and all security, fire, safety explosives or other regulations, permissions which may affect the execution of the Works, all environmental concerns and conditions, the nature, extent and practicability of the Works and all matters whatsoever affecting in safe carrying out of the entire Scope of Work.

III) Demobilization of all tools and services would be immediate on issue of demobilization notice by OIL.

## **2.0 EXECUTION PLAN**

Bidder shall include a detailed execution plan showing the proposed methods and sequences for, and describing the resources to be applied in, carrying out the Works, including appropriate drawings and sketches wherever applicable. The execution plan shall specifically address all principal activities including but not limited to all planning, evaluation of equipment, reporting facilities plus various other contingent services.

The execution plan shall be supported by descriptions detailing proposed lines of authority. Bidder must submit a bar chart programme detailing all aspects of the scope of work for the different stages as specified.

Bidder should also indicate how the operation would be supported logistically with respect to crew changes and re-supply.

## **2.1 QA/QC/CERTIFICATION AND INSPECTION**

Bidder shall provide copies of the relevant certificates from a recognised Certifying Authority establishing the proper certification of his Equipment/Vessel/other accessories required to carry out the safe execution of the entire scope of work in various stages.

OIL reserves the right to inspect Bidder's Equipment using a Third Party Inspection agency.

### **2.2 LOGISTICS:**

Bidder is required to mobilise all equipment to OIL designated Shore base on the East Coast ( anywhere on the East Coast nearby to the Block as provided in Annexure.....). Bidder shall mobilise its personnel to OIL designated shore base / air base. All lifting and load bearing Equipment (transportation baskets, slings, shackles) of the Bidder will be certified prior to use and all relevant certification shall be available for inspection by OIL's designated representative.

2.3 The bidder must confirm to meet criteria mentioned in Para 1.1 to 2.2 above and furnish documents wherever required.

3.0 Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

### **4.0 "Eligibility criteria in case bid is submitted on the basis of technical experience of the parent/ subsidiary company:**

Offers of those Bidders who themselves do not meet the technical experience criteria as stipulated in the BEC can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary. However, the parent/ subsidiary company of the Bidder should on its own meet the technical experience as stipulated in the BEC and should not rely for meeting the technical experience criteria on its sister subsidiary / co-subsidiary company or through any other arrangement like Technical Collaboration agreement. 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 should enclose an Agreement (as per format enclosed at Attachment – I) between the parent and the subsidiary company or vice-versa and Parent/ Subsidiary Guarantee (as per format enclosed at Attachment – II) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the techno-commercial bid.

#### **4.1 Eligibility criteria in case bid is submitted on the basis of technical experience of sister subsidiary / co-subsidiary company:**

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in the BEC can also be considered based on the experience criteria of their sister subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

- i. Provided that the sister subsidiary / co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent / holding company along with the techno-commercial bid.
- ii. Provided that the sister subsidiary / co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the technical experience criteria stipulated in the BEC.
- iii. 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 shall enclose an agreement (as per format enclosed at Attachment – III) between them, their ultimate parent/ holding company and the sister subsidiary / co-subsidiary company.
- iv. In case of contracts (Companies) involving multifarious activities such as – (a) manufacturing/ supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw the experience of their multiple subsidiary sister company(ies) / co-subsidiary company(ies) specializing in each sphere of activity, i.e. (a) manufacturing / supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies) / co-subsidiary company(ies) and the bidding company should be 100% subsidiary company(ies) of an ultimate parent / holding company either directly or through intermediate 100% subsidiaries of the ultimate parent / holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to the effect that all the sister subsidiary company(ies) are 100% subsidiaries of the ultimate/ holding parent company should be submitted along with the techno-commercial bid.”

#### **A. COMMERCIAL :**

1.0 Bids are invited under **“SINGLE STAGE-TWO BID SYSTEM”** i.e. the bidders are required to submit both the **“TECHNO-COMMERCIAL UN-PRICED”** and **“PRICED”** bids online through electronic format in

OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "Techno-Commercial Un priced Bid" is to be submitted as per Scope of Work & Technical Specifications of the tender and the "Price-Bid" as per the online Price Bid Format. Any offer not complying with the above will be rejected straightaway.

- 2.0 In "**Techno-Commercial Un priced Bid opening**", only the Technical RFX Folder will be opened. Therefore, the bidder should ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** including **SCANNED COPY OF BID-SECURITY and SIGNED & SCANNED COPY OF INTEGRITY PACT PROFORMA** are uploaded in the Technical RFX Folder otherwise the offer will be rejected outright.
- 3.0 Prices/Rates should be quoted / maintained in the "**online price schedule**" only. The rates quoted in the "**online price schedule**" will only be considered. If no price is entered / maintained against any item, it will be considered that no charge is involved against that item.
- 4.0 Prices and rates quoted by the Bidders must be held firm during the term of the contract and not be subjected to any variation. Bids with adjustable price terms will be rejected.
- 5.0 **Bid Security** : Bid Security of **Rs. 3,82,000.00 or USD 6200.00** in original must reach the office of the GM ( CMC), Oil India Limited (OIL), 5th Floor, IT Infrastructure Building, Sector-16A, Noida-201301 UP, India, before the "**Techno-Commercial Bid Opening Date and Time**". The amount of Bid Security shall be as specified in the "Forwarding Letter" and should be valid for **150 days** from the bid closing date. Scanned copy of this Bid-Security should also be submitted / uploaded online along with the "Techno-Commercial Un-priced Bid". Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender. If a proper Bid Security in ORIGINAL for an amount and validity as aforesaid is not received, within the Bid Opening date and Time at the office of General Manager (CMC) for Senior Manager (C&P)(CEMG),OIL, NOIDA, the bid will be rejected without any further consideration.
- 6.0 **Bid Validity** : Validity of the bid shall be minimum **4 months (120 days)** from Bid closing date. Bids with lesser validity will be rejected.
- 7.0 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with 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. The bid signed using other than "Class 3" digital certificate, will be rejected.
- 8.0 OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Proforma-I** of the tender document. This

Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder 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 sign the bid."

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

- Performance Guarantee Clause
- Termination Clause
- Liquidated Damages Clause
- Arbitration Clause
- Insurance Clause
- Applicable Law Clause
- Force Majeure Clause
- Integrity Pact

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

## **B. GENERAL**

- a. The USER ID issued by Oil India Limited is not transferable and the bid must be submitted by the bidder in whose name the USER ID is issued. Bids received from any bidders who have not been issued USER ID by OIL will be rejected outright.
- b. Bidders are requested to submit their bid directly and not through their agents in India. Against this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid. Simultaneously for the same item/product, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- c. Any Bid containing a false statement shall be rejected.
- d. The compliance statement should be digitally signed and uploaded along with the Techno-Commercial Bid (un-priced). In case bidder takes exception to any clause of tender document not covered under BEC/BRC, 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.

- e. If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
- f. Any exception or deviation to the tender requirements must be tabulated by the Bidder in their Techno-Commercial Bid only. Any additional information, terms or conditions included in the Price-Bid will not be considered by OIL for evaluation of the Tender.

## II. **BID EVALUATION CRITERIA (BEC)**

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

1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

3.0 The bidders must quote their charges / rates in the manner as called for vide “**Schedule of Rates**” under **Section - IV** and the summarized price schedule format vide enclosed **Proforma - B**.

4.0 The quantities shown against each item in the “**Price Bid Format (i.e. in Proforma-B)**” shall be considered for the purpose of Bid Evaluation. It is, **however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual use, as the case may be.**

5.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Priced Bids shall be evaluated taking into account the rates quoted in the PRICE BID FORMAT as per **Proforma - B**.

### **NOTES:**

i)The items mentioned in above clause are to be read in conjunction with (Schedule of Rates).

ii)The Mobilization Charges of Tools/ Equipment under Srl. No.2 of STAGE II(i) of the Schedule of Rates Format should not be more than 7.5% of the estimated TOTAL Contract Value.

iii)The quantities mentioned against each item in Schedule of Rate/Price Bid Format are for evaluation purposes only. However, payment will be made at actual which may vary.

iv)Force Majeure charges per day rate in STAGE II(ii) of the Schedule of Rate format for personnel and equipment shall be restricted to 50% of the respective Operation Day rate.(ODR) ( A4 of the price schedule).

v)The bidder has to re-export the tools/equipment after completion of the contract in case of imported tools/equipment.

vi)Bidders are advised to quote their most competitive prices against Optional Services as per Price Schedule which shall be considered for price bid evaluation.

**(END OF SECTION- VI)**

**SECTION VII**  
**SCHEDULE OF RATES**

**PRICE SCHEDULE**

1. GENERAL
  - 1.1 Bidder warrants that it has obtained and reviewed all necessary information relating to the Work, whether such information was furnished in whole or part by OIL.
  - 1.2 Bidder warrants that it has made adequate provision in the lumpsum fees/ charges and monthly/ daily/ hourly rates for meeting all the terms, conditions and obligations arising under this Contract.
  - 1.3 All lumpsum fees / charges and monthly/ daily/ hourly rates are fixed for the duration of the Contract and any extensions thereof and are not subject to any change or variation for any reason whatsoever including but not limited to cost escalation, currency fluctuations, minimum work commitment, variation in quantity or packing size.
  - 1.4 Unless otherwise provided for in the Contract, the Bidder shall not be entitled to any change in fees, rates, prices set forth herein or any additional amounts. Bidder hereby acknowledges that it has, acting as a reasonable and prudent Bidder, considered all the possible and probable changes while quoting the fees, rates and prices set forth herein.
  - 1.5 Payment of respective lumpsum fees / charges and monthly/ daily/ hourly rates or prorate for part thereof for the actual number of days/ hours worked by the Bidder shall constitute the full payment for performance of the respective items of Work or line item and covers all costs of whatever nature incurred by Bidder for accomplishing the respective items of the Work or line item and performing its obligations under the Contract.
  - 1.6 For the purpose of payment of Equipment rental charges, “day” shall mean a period of continuous 24 hours commencing at 0000 hours IST (Indian Standard Time) and ending at 2400 hours. Bidder agrees that where monthly rentals are specified in this Exhibit and the Equipment and/ or Tool has worked for the part of a month, payment of rental shall be made by prorating the monthly rate. For prorating, monthly rental shall be divided by actual number of days in that particular month (i.e., 30 or 31 or and for month of February 28 or 29), for which prorating is to be done.

- 1.7 For the purpose of payment of operating day rate for Equipment used, the day shall mean a period of 24 hours duration, which commences when the Equipment is ready for its intended operation.

In the event operating day rate is specified, prorating to an hour shall be permitted, if the Equipment has operated for part of the day.

- 1.7 Bidders has to quote all the offered price/ rate in the Proforma-B, "PRICE SCHEDULE FORMAT"

**2. CONTRACT PRICES / RATES & PAYMENT [Ref: PRICE SCHEDULE FORMAT]**

**1. STAGE-I:**

(i) Only Lumpsum amount will be payable for the entire work for Desk Top study & Report submission as stipulated in respective part of Section-IV, "Scope of Work", which is inclusive of all expenses thereof for any account whatsoever. The amount can be claimed with submission of necessary supporting document only after completion of the entire scope of work including submission of Report.

(ii) The service for Study of existing 3D Seismic Data and Report as per scope of Work is optional, which may be required by OIL on call out basis and the contractor is bound to render the service within stipulated time.

Only Lumpsum amount will be payable for the entire work as stipulated in respective part of Section-IV, "Scope of Work", which is inclusive of all expenses thereof for any account whatsoever. The amount can be claimed with submission of necessary supporting document only after completion of the entire scope of work including submission of Report.

**2. STAGE-II:**

(i) Mobilization of the vessel will be treated as completed from the time and date of commencement of the stipulated work as per SOW in the designated area of operation, which needs to be intimated to OIL-authority. Mobilization charges will be claimable and payable after completion of mobilization as approved/ certified by the company. The amount payable for mobilization includes cost of mobilization of the vessel, all the required tools & equipment, all the required personnel for the service and any other cost with respect to mobilization including cost of obtaining permissions/ approvals/ consents/certificates etc.

(ii) The entire scope of work as stipulated in the SOW has to be completed within 60 days from the day of commencement of work taking into consideration the breakdown period which may affect the work within the limit of 60 days. Only the inoperative Days/ Time due to Force majeure conditions will not be

accounted for the limit of 60 days. However payment will be made @ quoted ODR on actual days of work as indicated elsewhere and Force Majeure charges per day rate in STAGE II-(ii) of the Schedule of Rate format for personnel and equipment together shall be restricted to 50% of the Operation Day rate.(ODR).

No payment will be made in case of stoppage of work due to breakdown or breakdown maintenance and for period beyond 60 days from the date and time of commencement of work.

- iii) Stand by day rate for (ii) above will be paid for non-operating conditions for environment/ weather etc (but not for breakdown or maintenance of vessel, tools & equipment, manpower etc). Non-operating condition needs to be justified based on limiting factors of the vessel & related tools\* equipment and the prevailing weather conditions then.
- (iv) Payment for demobilization is claimable and payable in lumpsum as per Price Schedule only after completion of mobilization in all respect as stipulated in the terms and conditions of the contract.
- (v) Lumpsum amount as per Price schedule is claimable and payable only after submission of the Report as stipulated in the SOW and acceptance of the same by OIL-authority.

### **3. STAGE-III**

- (i) Lumpsum amount is claimable and payable after completion of the work as stipulated in the SOW on each call for MODU positioning. The lumpsum amount includes all the cost towards mobilization of all the required tools & Equipment and personnel, execution of MODU positioning and demobilization of all the tools & Equipment and personnel.
- (ii) Stand by day rate is payable for non- operation/ non utilization of the services-3.(i) due to waiting on weather, non-readiness of the MODU to position or for reasons for which OIL is accountable when the service provider is ready in all respect to render the stipulated service. The amount payable against this head can be claimed along with the lumpsum amount payable after completion of MODU positioning on each call.
- (iii) If the option is exercised, Lumpsum amount is claimable and payable after completion of the work as stipulated in the SOW on each call for Anchors positioning service on board of the Anchor Handling Vessel. The lumpsum amount includes all the cost towards mobilization of all the required tools & Equipment and personnel, execution of Anchors positioning and demobilization of all the tools & Equipment and personnel.
- (iv) Stand by day rate is payable for non- operation/ non utilization of the services-3.(iii) due to waiting on weather, non-readiness of the MODU and/ or Anchor Handling Vessel to position the

anchors or for reasons for which OIL is accountable when the service provider is ready in all respect to render the stipulated service. The amount payable against this head can be claimed along with the lumpsum amount payable after completion of Anchors positioning on each call.

- (v) Payment for daily weather forecasting as stipulated in SOW will be paid on Day Rate basis as per Price Schedule. No other cost whatsoever is payable for providing the service. 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. No amount is payable in case service is not provided as per respective SOW. OIL reserves the right to start, stop and restart the service at it's discretion. No amount will be paid during the period when service is not availed. The service if desired by OIL, is to be stopped with immediate effect.
- (vi) Only Day rate as per Price schedule is claimable and payable for providing the service of "Single Point Current Meter for measurement of surface current" as stipulated in SOW. It includes cost of mobilization of required tools & equipment and competent personnel, installation/ reinstallation/ de-installation of tools & equipment and all allied costs involved. No other cost whatsoever is payable for providing the service. Zero Rate will be paid in case of breakdown/ failure/ malfunctioning of the equipment/ monitoring system. 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.
- (vii) Stand by day rate is payable for non- operation/ non utilization of the services-3.(vi) due to waiting on weather, non-readiness of the MODU to render the service or for reasons for which OIL is accountable when the service provider is ready in all respect to render the stipulated service. The amount payable against this head can be claimed along with the amount payable against the service 3.(vi).
- (viii & x) **Optional OS-1** "Acoustic Doppler Current Profile system (ADCP) for Current measurement from MSL to Seabed" and/ or "**OS-2**: Horizontal Acoustic Doppler Current Profile System" near-surface current measurement & monitoring may be required by OIL on call out basis and the contractor is bound to render the service/ services (OS-1 or OS-2 or both as desired by OIL) within stipulated time if/ when OIL asks for the service(s). Only Day Rate is to be quoted against OS-1 & OS-2 separately. Only Day rate as per Price schedule is claimable and payable for providing the services as stipulated in SOW. It includes cost of mobilization of required tools & equipment/ tackles and competent personnel, installation/ reinstallation/ de-installation of tools & equipment and all allied costs involved. No other cost whatsoever is payable for providing the service.

Zero Rate will be paid in case of breakdown/ failure/ malfunctioning of the equipment/ monitoring system. 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.

(ix & xi) Stand By Day Rates are payable for non- operation/ non utilization of the services-3.(viii) & 3.(x) due to waiting on weather, non-readiness of the MODU to render the service or for reasons for which OIL is accountable when the service provider is ready in all respect to render the stipulated service. The amount payable against this head can be claimed along with the amount payable against the services 3.(viii) & 3.(x) respectively.

**PROFORMA - B  
PRICE SCHEDULE FORMAT**

S l n o	Stage	Brief Operation	Unit	QT Y (X)	RATE (Y) ( Quoted Curren cy)	TOTAL (X * Y) ( Quoted Curren cy)
1	STAGE I:	(i) To carry out desk top study about cyclonic, storm etc. and Current, wave, tidal etc. data of the area for 10,50, 100years (Block CY-OSN-2009/2) and submission of report thereof.	Lump sum	01		A1
		(ii) <b>OPTIONAL SERVICE (Under evaluation):</b> Study of existing 3D exploration seismic for shallow gas, high pressure water flow zone, including shallow stratigraphy up to 1000m, and bathymetry up to sea bottom for specific locations( total 3 locations) and submission of report.	Lump sum	01		A2
2	STAGE II	(i). Mobilization of vessel/Tools/ equipment along with crew/ reqd. manpower.	Lump Sum	01		A3

		(ii). Swathe Bathymetry/Side Scan Sonar/Sub Bottom profiling /Magnetometer/ and other associated jobs as per technical scope of work.	Day rate	60		A4
		iii) Stand by day rate for (ii) above due to non-operating conditions for environment/ weather etc (but not for breakdown or maintenance of vessel, tools & equipment, manpower etc)	Standby Day Rate	10		A5
		(iv). Demobilization	Lump sum	01		A6
		(v) Submission of Report	Lump sum	01		A7
3	STAGE III, Part-I	(i). QA/QC Rig Positioning & Anchors positioning on call out basis( three calls for three Locations)	Lump sum (each call)	03		A8
		ii) Stand by day rate for non- operation/ non utilization of the services- (i) due to waiting on weather, non-readiness of the MODU to position or for reasons for which OIL is accountable.	Standby Day Rate	21		A9
		iii) <b>OPTIONAL (under evaluation):</b> Anchors positioning on vessel on call out basis( three calls for three Locations)	Lump sum (each call)	03		A10
		iv) <b>OPTIONAL (under evaluation):</b> Stand by day rate for non- operation/ non utilization of the services-(iii) due to waiting on weather, non-readiness of the MODU/ vessel to position or for reasons for which OIL is accountable.	Standby Day Rate	21		A11
		(v) Daily weather forecasting Report. Day rate (DWR)	Day rate	360		A12
		(vi) Single Point Current Meter for measurement of	Day rate	270		A13

		surface current				
		(vii) Stand by day rate for non operation/ non utilization of the service- (vi) during Rig mob, waiting on weather but not for breakdown or maintenance.	Standby Day Rate	90		A14
3	STAGE-III, Part-II [Optional] but to be considered for evaluation.	viii) <b>Optional (On Call out basis)</b> , OS-1: Service for Acoustic Doppler Current Profile system (ADCP) for Current measurement from MSL to Seabed.	Operation Day Rate	270		A15
		ix) <b>Optional (On Call out basis)</b> : Acoustic Doppler Current Profile system (ADCP) for Current measurement from MSL to Seabed.	Standby Day Rate	90		A16
		x) <b>Optional (On Call out basis)</b> : OS-2: Service for Horizontal Acoustic Doppler Current Profile (HADCP) System	Operation Day Rate	270		A17
		xi) <b>Optional (On Call out basis)</b> : OS-2: Service for Horizontal Acoustic Doppler Current Profile (HADCP) System	Standby Day Rate	90		A18
<b>TOTAL COST FOR COMPARISON PURPOSE</b>						<b>Sum of All ( A1 to A18)</b>

**NOTES:**

- (i) The Mobilization Charges of Tools/ Equipment under Srl. No.2, STAGE-II(i) of the Schedule of Rates Format should not be more than 7.5% of the total bid value.
- (ii) Force Majeure charges per day rate in STAGE-II.(ii) of the Schedule of Rate format for personnel and equipment shall be restricted to 50% of the respective Operation Day rate (ODR).
- (iii) The quantity mentioned above is for evaluation purpose only and to be paid on actual use.
- (iv) Present rate of customs duty is NIL in OIL's area of operation Block CY-OSN-2009/2. OIL may assist Contractor to get necessary documentation to get nil custom duty.
- (v) The rates should be inclusive of applicable taxes and tax components to be indicated separately.

- (vi) The rates must be net of all discounts.
- (vii) The line items indicated above are given for commercial evaluation only which are purely tentative and may fluctuate. Payment to Contractor shall be made on actual basis
- (viii) Bidder is to declare the information as requested vide **Proforma-A** against each of the items to be imported.

**LIST OF ITEMS (EQUIPMENT, TOOLS, ACCESSORIES, SPARES & CONSUMABLE) TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT SHOWING CIF VALUE.**

Sl No	Item Description	Qty/ Unit	Rate FOB value	Total	Freight & Insurance	CIF, Tutikorin 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) The items which are not of consumable in nature and required to be re-exported outside Gabon 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 "PARTLY" in column "J".**

**(3) For estimation of applicable customs duty, the CONTRACTORS 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:**

**(END OF SECTION -VII)**

**PROFORMA-II-A**

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

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**NOTE:**

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

**PROFORMA - II B**

**BID FORM**

To  
The Senior Manager Materials  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
Sector-16A, NOIDA-201301 , INDIA

Sub: Tender No. : \_\_\_\_\_

Gentlemen,

Having examined the General and Special Conditions of Contract , 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 award of Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

-----  
Signature

\_\_\_\_\_  
(In the capacity of)

**PROFORMA IIC**  
**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 in the State of Assam, 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 requires.

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

WHEREAS, Company issued a firm Letter of Award No. \_\_\_\_\_ based on Offer No. \_\_\_\_\_ submitted by the Contractor against Company's Tender No. \_\_\_\_\_.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter 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 hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-III indicating the General Conditions of Contract,
- (b) Section-IV indicating the Terms of Reference/Technical Specifications,

( c) Section-V indicating the Special Terms and Conditions

(c) Section-VII indicating the Schedule of rates.

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

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

IN WITNESS thereof, each party has executed this contract at Noida/Delhi, India, 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 – III**

**PROFORMA LETTER OF AUTHORITY**

To  
The Senior Manager Materials  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
Sector-16A, NOIDA-201301 , INDIA

Sir,

Sub: OIL's Tender No. \_\_\_\_\_

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

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

Yours Faithfully,

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

Name & Designation: \_\_\_\_\_

For & on behalf of: \_\_\_\_\_

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

**AUTHORISATION FOR ATTENDING BID OPENING**

TO  
The Senior Manager Materials  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
Sector-16A, NOIDA-201301 , INDIA

Date :

Sir,

Sub : OIL's IFB No. \_\_\_\_\_

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

Yours Faithfully,

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

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

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

**Seal of the Bidder:**

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

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

To:  
The Senior Manager Materials  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
Sector-16A, NOIDA-201301 , INDIA

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB No. \_\_\_\_\_. KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 2011.

THE CONDITIONS of these obligations are:

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_  
Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

(Signature, Name and Address)

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

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

- \* The Bidder should insert the amount of the guarantee in words and figures.
- \*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
The Senior Manager Materials  
OIL INDIA LIMITED,  
FC-24, 5th Floor, IT Infrastructure Building,  
Sector-16A, NOIDA-201301 , INDIA

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

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

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

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

This guarantee is valid until the date \_\_\_\_\_ (calculated at **6 months** after Contract completion date).

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date ..... Place \_\_\_\_\_

## PROFORMA-VII

### **Guidelines to bidders for participating in OIL's e-Procurement tenders**

#### **Bid invitations (Tenders)**

The details of e-Procurement tenders can be accessed from our e-Procurement site. <https://etender.srm.oilindia.in/irj/portal/>!

To view e-Procurement tenders you need to login using your login id & password to view all tenders available for you.

If you do not have a user id, please click on Guest login button to view available open tenders.

#### **Pre-requisites to submit tenders on line through e-Procurement Portal**

Bidders should have a valid User Id to access OIL e-Procurement site.

Bidders should have a legally valid Class 3 digital certificate with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

Tender fee must have been paid, if applicable for the Bid Invitation. If Bidder is exempt from paying tender fee, Bidder must hold exemption from the Tender Officer.

Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

#### **Obtaining User Id to access OIL e-Procurement site**

Initially user id and password will be assigned to you.

Please send your updated mailing address with pin code, phone number, fax number and email ID to the us at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).

Bidders interested in a particular bid invitation should apply for user id at least 7 days prior to the last date mentioned (Last Date for Tender Fee Payment, if exists or Submission Deadline) in the bid invitation.

#### **Instructions for obtaining Digital Certificate**

In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (<http://www.cca.gov.in/>)

#### **Steps for obtaining Digital Certificate**

Visit the site of the licensed CA using internet browser.

Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India.

For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on OIL e-Procurement site.

#### **Links to some licensed CA's are provided below**

1. [TCS](#)
2. [Safescrypt](#)
3. [MTNL Trustline](#)
4. [\(n\)Code Solutions](#)

5. e-mudhra

**Technical Settings**

1. **Web Browser Supported:** Microsoft IE Ver 6.0 or higher recommended
2. **Java:** To view some of the components, you need to install Java Internet component JDK 5.0 from <http://java.sun.com/javase/downloads/index.jsp>
3. **Proxy:** If you are unable to access OIL e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.
4. **Pop-ups:** Pop-ups should be enabled on OIL e-Procurement URL and Bid Documents URLs. This is required to view tender documents.
5. **Recommended Screen Resolution:** 1024 by 768 pixels.
6. **Internet Speeds:** If you are experiencing slow connectivity to OIL e-Procurement, then contact your system administrator/ISP provider for desirable speeds.
7. **Active-x controls:** Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

<b>Parameter</b>	<b>Value</b>
Allow Scrip lets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

8. **Digital signature client SW/component :** To use Digital Signature, a client level Software is required. This is third party software from Safescrypt. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation. You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.
9. **Please go through OIL's e – Portal / Website before uploading your bids for updated information regarding participation requirements and procedure for OIL's e – tenders.**

**INTEGRITY PACT**

Between

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

And

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

**Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/s for **TENDER NO. CLG4119L15**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

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

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

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

**(2)** If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of

6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

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

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

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

company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

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

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

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

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

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

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

(three in number depending on the size of the contract)  
(to be decided by the Chairperson of the Principal)

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

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

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

**Section:9 -Pact Duration**

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

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

**Section:10 -Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

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

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

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

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. NOIDA.  
Date

**PROFORMA FOR BIO DATA OF THE PERSONNEL TO BE  
DEPLOYED**

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY  
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

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***Signature***

**ANNEXURE-II**

**PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL**

I \_\_\_\_\_ S/o \_\_\_\_\_  
having permanent residence at \_\_\_\_\_  
\_\_\_\_\_ am working with \_\_\_\_\_ Dist. \_\_\_\_\_  
\_\_\_\_\_ as their employee. Now, I have been  
transferred by M/s. \_\_\_\_\_ for carrying out the  
contract job under Contract No. \_\_\_\_\_ which has  
been awarded in favour of my employer M/s.  
\_\_\_\_\_.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. \_\_\_\_\_.

I am an employee of \_\_\_\_\_ for all practical purposes and there is no privity of Contract between OIL and me.

-----  
**Signature**

Place:

Date:

1. NAME:  
DESIGNATION  
DATE:
2. NAME :  
DESIGNATION  
DATE:

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY / 100% 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 severely responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of  
(Bidder)

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

M/s.  
Witness:  
1)  
2)

M/s.  
Witness:  
1)  
2)

**Attachment – II**

**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 an office, amongst others, at Kakinada, Andhra Pradesh, 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 should be executed on stamp paper of requisite value and notarised.
2. The official(s) executing the guarantee should 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 should be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed alongwith 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”

**Attachment – III**

**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 Company’s of both the subsidiaries) hereinafter referred to as “Ultimate Parent/ Holding Company” of the third part.

WHEREAS

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

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

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

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

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

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

**END OF TENDER**

**THIS ENQUIRY HAS BEEN ADDRESSED TO THE FOLLOWING PARTIES:**

- (i) M/S. FUGRO SURVEY ( INDIA) PVT. LTD, NAVI MUMBAI.**
- (ii) M/S. HORIZON SURVEY COMPANY(FZC), UAE.**
- (iii) M/S. BRONE POSITIONIG SURVEY LIMITED, NIGERIA**
- (iv) M/S. UTEC SURVEY ASIA PTE LTD., SINGAPORE.**