



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

**NEF PROJECT**  
**TEL: (91) 374-2807461/62**  
**E-mail: [nef@oilindia.in](mailto:nef@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91) 374-2801799**

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## **COVERING LETTER**

### **E-TENDER NO. : CNG4785L15**

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

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**BRIEF DESCRIPTION OF SERVICE: Acquisition of 154 SQ KM (2100 Shots approx.) of 3D Seismic Data (Seisloop Survey) from the Hilly/Thrust Belt/ Logistically Difficult Area of Mizoram (NELP-VI Block: MZ-ONN-2004/1).**

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), Government of India Enterprise, is a National oil company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport at Dibrugarh, 45 km away.
- 2.0 In connection with its exploration activities for hydrocarbon in the state of Mizoram, India, OIL's NEF Project invites ONLINE International Competitive Bids (ICB) from competent and experienced Service Providers/Contractors for providing the above services under **single stage two bid System** through its e-Procurement site: <https://etender.srm.oilindia.in/irj/portal>
- 3.0 You are invited to submit your most competitive bid on or before the scheduled bid closing date and time. For your ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:
  - (i) Tender No. : CNG4785L15 dated 06.09.2014
  - (ii) Type of Bid : Single Stage-Two Bid.
  - (iii) Tender Fee : Not Applicable
  - (iv) Bid Closing Date & Time : 29.09.2014 at 11:00 Hrs (IST)
  - (v) Technical Bid Opening Date & Time : 29.09.2014 at 14.00 Hrs (IST)
  - (vi) Commercial Bid Opening Date & Time : Will be intimated to the eligible bidders nearer the time.

- (vii) Bid Opening Place : Office of the General Manager (NEF)  
NEF Project  
Oil India Limited  
Duliajan – 786602, Assam, India
- (viii) Bid Security Amount : INR 12,80,000.00 or USD 21,000.00
- (ix) Bid Security to be addressed to : General Manager (NEF)  
NEF Project  
Oil India Limited  
Duliajan, Assam, India
- (x) Amount of Performance Guarantee : 7.5% of total estimated contract value
- (xi) Mobilization Time : 90 days from the date of issue of LOA.
- (xii) Quantum of Liquidated Damage : 0.5% of total contract value for delay  
for Default in Timely Mobilization per week or part thereof subject to  
maximum of 7.5 %.
- (xiii) Work Completion Period : Within three (3) Operating Months
- (xiv) Penalty for Default in Timely Completion : 25% of the remaining quantity of data  
acquisition beyond three (3) operating  
months.
- (xv) Integrity Pact : Must be uploaded alongwith the  
Technical Bid.

#### 4.0 **GUIDELINES FOR PARTICIPTION AGAINST E-TENDER:**

- 4.1 The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, bidder may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at [arupsarmah@oilindia.in](mailto:arupsarmah@oilindia.in) or phone: 09954486025 (mob).
- 4.2 For taking part in OIL's e-Tenders, Bidders must have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authority operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authority (CCA) of India (<http://www.cca.gov.in>). Bidders must also have a valid USER-ID/Vendor Code (issued by OIL) to access OIL's e-Procurement site for submission of bid.
- 4.3 Tender Document will not be issued by Company in physical form. The Bidders can uploaded Bids in OIL's e-tender portal using their existing User-ID & Password upto **11:00 hrs** (IST) (Server Time) on the **bid closing date** as mentioned above. The Techno-commercial Bids will be opened on the scheduled Bid Closing Date at **14:00 hrs** (IST) in the Office of The General Manager (NEF), NEF Project, Oil India Ltd, Duliajan, Assam, India in presence of authorized representative of the bidders who choose to attend. The Priced/Commercial Bids of the technically qualified bidders only will be opened subsequently on a pre-determined date & time, which will be notified to all such bidders separately nearer the time.

- 4.4 However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bandh/Strike at Duliajan or any other reason, the bids will be received and opened on the following full working day at the same time.
- 4.5 Bids in the form of physical documents will not be accepted (except the Bid Security and Technical literatures, if any). Both the Bids viz; Techno-commercial Bid & Priced Bid should be submitted online on/or before the scheduled Bid Closing Date & Time.
- 4.6 The Original Bid Security (hard copy in physical form) must reach the office of The General Manager (NEF) at the above address on or before the scheduled bid opening time and date, otherwise the Bid will be rejected.
- 4.7 The Technical Bid alongwith all technical documents related to the tender should be uploaded under **“Technical RFx Response”** Tab only. Bidders to note that no price/cost details should be uploaded in “Technical RFx Response” Tab page. Details of Price/rates as per Price Bid Format/Price Bid can be uploaded as Attachment option under **“Notes & Attachments”** tab.
- 5.0 Bidders are requested to visit the area of operations prior to bidding to make them fully aware of and understand the topography, job involvement and logistics including environmental issues etc.
- 6.0 We now look forward to your active online participation against the tender.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

(U. N. JENA)  
CHIEF MANAGER (MATERIALS)-NEF  
FOR GENERAL MANAGER (NEF)

## **PART-1**

### **INSTRUCTIONS TO BIDDERS**

- 1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Tender Document in physical form will not be issued by Company. The prospective short-listed Bidders against this Tender are only requested to participate online through OIL's e-Procurement portal <https://etender.srm.oilindia.in/irj/portal> using their existing user-id (Vendor Code issued by OIL) and password. The link to e-procurement portal has also been provided through OIL's website **[www.oil-india.com](http://www.oil-india.com)**.
- 1.2 Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However all such related expenses shall be to bidder's account.

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

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents.
- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in rejection of its bid.

#### **3.0 AMENDMENT OF BIDDING DOCUMENTS:**

- 3.1 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 Bidding Documents by issuing an Addendum.
- 3.2 The Addendum will be uploaded in OIL's E-Tender Portal in the C-folder under the tab "Amendments to Tender Documents". Bidders shall also check from time to time the e-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.
- 3.3 Such Addendum, if any, may also be communicated through letter/fax/e-mail in writing to all short-listed prospective Bidders. 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**

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

**5.0 DOCUMENTS COMPRISING THE BID:** The bid submitted by the Bidder shall comprise of the following components:

### **A: TECHNO-COMMERCIAL BID**

- (i) Complete technical details of the services and equipment specifications (ref. ANNEXURE-II in PART-2) with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 9.0 below.
- (iii) Bid Security furnished in accordance with Clause 10.0 below.
- (iv) Bio-data of Key Manpower as per list vide ANNEXURE-I in PART-2
- (v) Statement of Non-compliance as per Proforma-D in PART-4
- (vi) Proforma-A of PART-4 showing the items to be imported, if any, **without showing the CIF values** thereof.
- (vii) Copy of Price bid **without indicating prices** (Proforma-B in PART-4)
- (viii) ANNEXURE-A i.e., Integrity Pact

### **B: PRICED/COMMERCIAL BID**

- (i) Bid Form as per Proforma-C in PART-4.
- (ii) Duly filled up Price-Bid Format as per Proforma-B in PART-4.
- (iii) Estimated CIF value as per Proforma-A in PART-4.

**6.0 BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

## **7.0 BID PRICE:**

7.1 Unit prices must be quoted by the bidders, both in words and in figures.

7.2 Prices quoted by the successful bidder must remain firm throughout the performance of Contract and is not subject to variation on any account whatsoever.

7.3 All Duties (except Customs Duty) and Taxes (excluding Service Tax) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is issued, shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

7.4 **Customs Duty:** The services under this Contract are intended to be carried out in NELP Block (MZ-ONN-2004/1) in Mizoram, India, for which licenses have been issued to Company after 01/04/1999 and therefore, the items/equipment to be imported in connection with execution of this particular Contract is presently exempted from Customs Duty as per as per Government policy in vogue (ref. Notification No. 12/2012-Customs dated 17.03.2012). OIL INDIA LIMITED shall issue Recommendatory Letters to the Contractor on submission of requisite import documents for obtaining necessary EC (Essentiality Certificates) from DGH for this purpose. However, securing EC and payment of port rent, demurrage etc. and clearance of goods through Indian Customs authority will exclusively rest on the Contractor. In case this Govt. policy is subsequently changed during the

currency of the contract, the applicable Customs duty, if any, will be reimbursed by Company to the Contractor against documentary evidence. Bidders should take note of the same while quoting. No customs duty is therefore considered for bid evaluation.

- 7.5 **Service Tax:** The quoted prices shall be exclusive of Service Tax. Service Tax as applicable shall be on Company's account. However, liability for payment of the service tax in case of Indian bidder or overseas bidders having offices in India will lie on the Contractor, while in case of the foreign bidders; the liability shall lie on the Company.

#### **8.0 CURRENCIES OF BID AND PAYMENT:**

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

#### **9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:** As detailed in **PART-2**

#### **10.0 BID SECURITY:**

- 10.1 Pursuant to Clause 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Covering Letter".
- 10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Sub-Clause 10.8.
- 10.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:
- (a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or by a foreign bank through its Indian branch, in the form provided vide **Proforma-G, PART-4** or another form acceptable to the Company and valid for 30 days beyond the validity of the bids.
  - (b) A cashier's cheque or demand draft **drawn on 'Oil India Limited' and payable at Duliajan, Assam.**
- 10.4 The Original Bid Security (in hard copy) as above must reach the office of The General Manager (NEF), NEF Project, Oil India Ltd, Duliajan -786602, Assam, India on or before the scheduled bid opening time and date, otherwise the Bid will be rejected. Bidders may send their bid security by Registered Post or by Courier Services or drop in the Tender Box placed at the Office of the General Manager (NEF) on or before 2:00 PM on the scheduled date of opening of the tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

The original **Bid Security** is to be submitted alongwith a covering letter mentioning Bidder's name and address in a sealed envelope super-scribing the e-Tender Number, description of work & due date of opening and shall be addressed to:

GENERAL MANAGER (NEF)  
OIL INDIA LIMITED  
NEF PROJECT  
DULIAJAN – 786602  
ASSAM

A scanned copy of this document should also be uploaded online alongwith the un-priced Techno-commercial bid documents.

- 10.5 Any bid not secured in accordance with Sub-Clause 10.1, 10.3 and/or 10.4 shall be rejected by the Company as non-responsive.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security may be forfeited:
- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
  - (b) If a successful Bidder fails or refuses:
    - i) To accept the LOA issued by Company within the period of bid validity and/or sign the contract within reasonable time or as notified in the LOA.
    - ii) To furnish Performance Security.
    - iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

**11.0 PERIOD OF VALIDITY OF BIDS:**

- 11.1 Bids shall remain **valid for 120** days after the date of bid opening prescribed by the Company.
- 11.2 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). The bid Security provided under Clause 10.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**C. SIGNING & SUBMISSION OF BIDS**

**12.0 SIGNING OF BID:**

- 12.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organizations Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

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

If any modification is made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of “Class-3” with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

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

### **13.0 SUBMISSION OF BIDS:**

- 13.1 Bidders are requested to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid document or submission of online offers not substantially responsive to the tender in all respect will be at the bidders' risk and may result in rejection of its bid without seeking clarifications.
- 13.2 The tender is processed under Single stage - Two bid system. Bidder shall submit their “Technical bid” and “Priced bid”, both online, alongwith all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in the **“HELP DOCUMENTATION”** in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the “Forwarding Letter”. The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the “Technical RFx Response” under “Techno-Commercial Bid” Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment option just below the “Notes & Attachments” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical RFx Response”, otherwise bid shall be rejected.** Bids submitted in physical form shall not be considered, but rejected straightway.



However, the following documents should necessarily be submitted in physical form in sealed envelope super-scribing the Tender/IFB No., Brief Description of Services and Bid Closing/Opening date & Time alongwith the bidder's name and should be submitted to The General Manager (NEF), Oil India Ltd., NEF Project, Duliajan-786602(Assam) on or before 14:00 Hrs (IST) on the bid closing date indicated in the IFB:

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

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

- 13.3 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance (if any) against any tender clause as per Proforma-D of the bid document and the same should be uploaded alongwith their Technical Bid.
- 13.4 Timely delivery of the documents in physical form as stated in Para 13.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 13.5 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

- 14.0 INDIAN AGENTS:** Foreign Bidders are requested to clearly indicate in their quotation whether they have any agent in India. If so, the bidder should furnish the name and address of their agent and state clearly whether the agent is authorized to receive any commission, particularly against this contract. Such commission, if payable any, must be included in the Bid price and the rate of commission should be clearly and categorically highlighted in the bids, which would be payable to Agent in non-convertible Indian currency by Company according to the Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid. Further, Bidders are requested to quote directly and not through their agents in India. Moreover, one Indian Agent cannot represent more than one foreign bidder against the tender. In case an Indian agent represents more than one foreign bidder against the tender, then Bids of such foreign bidders shall be rejected.

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.

- 15.0 DEADLINE FOR SUBMISSION OF BIDS:** Bids must be uploaded online not later than 11:00 Hrs. (Indian Standard Time) on the bid closing date mentioned in the "Covering Letter". Bidders are requested to take note of this and arrange to submit their bids well within the deadline to avoid last minute rush/network problems.

## **16.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 16.1 The Bidder after submission of bid may modify or withdraw its bid online within the Bid Closing time & date.
- 16.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 16.3 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.
- 16.4 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid security in full. Such modification (s) may also call for debarment of the bidder as mentioned above.
- 16.5 No bidder shall be permitted to withdraw their bid after its opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit their Bid Security in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.

## **17.0 EXTENSION OF BID SUBMISSION DATE:**

Normally no request for extension of Bid Closing Date & Time will be entertained. However, Company at its option may extend the Bid Closing Date and/or Time for any reason as may be considered appropriate including bandh/strike at Duliajan. In case of receipt of only one Bid within the scheduled Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by about two (2) weeks at its option. 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 permitted.

## **18.0 BID OPENING AND EVALUATION:**

- 18.1 Company will open the Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 18.2 Bid for which an acceptable notice of withdrawal is received pursuant to Clause 16.0 above shall be returned unopened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 18.3 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, submission of requisite Bid Security and such other details as the Company may consider appropriate.

- 18.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the Sub-Clause 18.3 above.
- 18.5 To assist in the 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.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. 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 or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 18.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 18.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**19.0 OPENING OF PRICED BIDS:**

- 19.1 Company will open the Priced Bids (Commercial Bids) of the technically qualified Bidders only, on a specified date in presence of interested qualified bidders, if they attend. All such qualified Bidders will be intimated about the Price bid opening date & time in advance.
- 19.2 The Company will examine the Prices/rates quoted by the 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.
- 19.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

**20.0 CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange declared by the 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 and the bids will then be then compared to ascertain inter-se-ranking. 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.

**21.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per **Part-2** of the bidding documents.

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

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

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

**23.0 CONTACTING THE COMPANY:**

23.1 Except as otherwise provided in Clause 18.5 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.

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

**D. AWARD OF CONTRACT**

**24.0 AWARD CRITERIA:** The Company will award the Contract to the successful Bidder whose bid is determined to be substantially responsive and commercially evaluated to be the lowest, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**26.0 NOTIFICATION OF AWARD:**

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

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

26.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 28.0 below the Company will promptly discharge the Bid Security of unsuccessful bidders, pursuant to Clause 10.0, PART-1 hereinabove.

**27.0 SIGNING OF CONTRACT:**

27.1 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 Bidding Documents, alongwith the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements between the parties in duplicate.

27.2 Within 15 days of receipt of the contract document, the successful Bidder shall sign and date the contract and return one set to the Company.

## **28.0 PERFORMANCE SECURITY:**

- 28.1 Within 15 days of the receipt of notification of award from the Company the successful Bidder shall furnish the Performance Security for an amount specified in the "Covering Letter" as per the **Proforma-E in PART-4** or in any other format acceptable to the Company and must be in the form of a bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or by a foreign bank through its Indian branch. 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.
- 28.2 The performance security specified above must be valid for three (3) months beyond the contractual duration to lodge claim, if any, after the date of expiry of the tenure of the contract. The same will be discharged by Company not later than 30 days following its expiry.
- 28.3 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.4 Failure of the successful Bidder to comply with the requirements of Clause 27.0 or 28.0 herein above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as may be deemed appropriate.

## **29.0 BIDDERS' AWARENESS ON THE COMPLETE REQUIREMENT OF THE SERVICES UNDER THE CONTRACT:**

- 29.1 Bidders in their own interest are advised to visit Company office at Duliajan (Assam), India or gather information for preliminary assessment for preparing their bids and for subsequent execution of the contract. However all expenses of the personnel including but not limited to their to and fro fares, boarding, lodging etc. to Duliajan shall be to bidder's account.
- 29.2 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 as to the circumstances at the Site, including without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site and obtained for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract.
- 29.3 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 to be executed under this contract.

## **30.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

- 30.1 Time is the essence of this Contract. In the event of the Bidder's default in timely mobilisation at site within the stipulated period, the Bidder shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the total evaluated value of the contract per week or part thereof of delay subject to maximum of 7.5% seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled date of Mobilisation as to be notified by Company through Letter of Award of Contract or per separate mobilisation notice to Contractor.

30.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to mobilize or submit PBG within the stipulated period.

**31.0 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.

**32.0 MOBILIZATION ADVANCE PAYMENT:**

32.1 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.

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

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

**33.0 INTEGRITY PACT:**

33.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure-A of the Bid Document. The Integrity Pact proforma has been digitally signed by OIL's competent signatory. The Proforma has to be returned/uploaded by the bidder (along with the techno-commercial Bid) duly (digitally) signed by the same signatory who signs the Bid i.e. who is duly authorized to sign the Bid. All pages of the Integrity Pact need to be uploaded by the bidder and any Bid not accompanied by the Integrity Pact Proforma (digitally signed) shall be rejected straightway.

33.2 OIL has appointed Shri N. Gopalaswami, Ex-CEC and Shri R. C. Agarwal, IPS (Retd) as Independent Monitors (IEMs) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to the IFB.

**END OF PART – 1**

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## **PART-2**

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

#### **I. BID REJECTION CRITERIA (BRC):**

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

##### **A. TECHNICAL:**

- 1.0 **Experience:** The Bidder(s) must have the following experience during the last seven (7) years as on the bid closing date.
  - (a) The Bidder must have acquired a minimum of 1000 Sq. Km (cumulative) of seismic data. Seismic Data includes 2D or 3D or in combination of 2D & 3D seismic data. For the purpose of this clause, one (1) Sq. Km of 3D seismic data will be considered equivalent to two (2) GLKM (Ground Line Km) of 2D seismic data.
  - (b) The Bidder must have experience of carrying out Seismic Survey in hilly/mountainous terrain in at least one Project.
- 2.0 Bidder's average annual financial turnover during the last three (3) accounting years shall be at least INR 3.85 Crores (US \$ 0.63 million).
- 3.0 Details of experience and past performance of the bidder and of their consortium/collaboration/joint venture partner(s), if any, on works/jobs done of similar nature are to be submitted alongwith the Technical Bid, in support of experience criteria laid down in para 1.0 above. Also, details of current work in hand and other contractual commitments of the bidder (indicating areas of operation and clients) are to be submitted alongwith the Technical Bid.
- 4.0 In case the bidder is a consortium of companies, the following requirements should be satisfied:
  - (a) Acceptable Memorandum of Understanding (MOU) has to be made between the consortium partners, which should be duly signed by the authorized executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract, if awarded, and identifying the Leader of the consortium.
  - (b) The leader of the consortium should satisfy the experience criteria as per para 1.0 above. However, any one of the consortium members individually shall have to meet the financial turnover criteria mentioned in para 2.0 above.
  - (c) The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this bid document.

- (d) MOU/Agreement concluded by the bidder with consortium partners, should be addressed to the Company, clearly stating that the MOU/Agreement is applicable to this Tender and shall be binding on them for the entire contract period, including extension, if any.
  - (e) Only the Leader of the consortium shall submit the bid and sign the contract, if awarded, on behalf of the consortium. The Bid Security and Performance Security to be submitted shall be in the name of the leader of consortium and on behalf of the consortium.
- 5.0 In case the Bidder is an Indian company/Indian joint venture company, either the Indian company/Indian joint venture company or its technical collaborator/joint venture partner should meet the experience criteria laid down in para 1.0 above. However, the Indian company/Indian joint venture company must meet the financial criteria as per para 2.0 above.
- 6.0 Indian bidders quoting based on technical collaboration/joint venture, shall submit a Memorandum of Understanding (MOU) with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work, which shall also be addressed to OIL and remain valid and binding throughout the contract period, including extension if any.
- 7.0 Offers from Bidders who themselves do not meet the experience criteria as stipulated in para 1.0 above can also be considered, provided the Bidder is a 100% subsidiary company of the parent company which meets aforesaid experience criteria. In such cases, as the subsidiary company is dependent on the experience of parent company, with a view to ensure commitments and involvements of the parent company for successful execution of the contract, if awarded, the participating Bidder should enclose an agreement as per format enclosed vide Appendix-I between the parent company and the subsidiary company. Also, a Corporate Guarantee as per format enclosed vide Appendix-II must be furnished from the parent company to OIL for fulfilling contractual obligations under the contract, if awarded.
- NOTE : OIL approves in-principle to consider bids from parent/subsidiary company(ies) based on experience/capabilities of any of them, provided all the companies referred to in the Bid are controlled by a single parent company and they agree for joint and several responsibility including corporate guarantee for successful execution of the contract.
- 8.0 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 this tender and such bids shall be rejected straightway. Further, all bids from parties with technical collaboration support from the same Principal will also be rejected.
- 9.0 **Key Personnel:** The bidders must confirm to provide the key personnel with requisite experience and qualification as specified in **ANNEXURE-I in PART-2**. Personnel to be deployed by the Contractor for execution of jobs must be proficient and fluent in English. Bio-data of all key personnel must be submitted.
- 10.0 **Equipment & Accessories:** The Bids shall be technically evaluated based on the minimum requirements given in Section-II, PART-3 (Scope of Work/Terms of Reference/Technical Specifications). The equipment, accessories and logistic supports/transport to be deployed by the bidder must meet the minimum requirements as per **ANNEXURE-II in PART-2**. The Bidder must furnish the following details:



- (i) List of core equipment, their type, make, year of manufacture and other relevant documents viz; technical brochures, literature etc.
  - (ii) Apart from the core equipment, the bidder must furnish the technical brochures/literature/specifications for all other equipment proposed to be deployed by them highlighting their performances and deployment details. Technical specifications of equipment including but not limited to GPS, DGPS, Total Stations with in-built EDM & Data Logger, Theodolite, Geophones/Marsh Phones, Marsh Guns/Hammer/Flush Gun/Air Gun or other specialized sources, Cables, Ground electronics, Radio/ Line Blasters, Up-hole equipment, Drilling equipment, QC Workstations, Field Processing System, Testing and repairing Units and supporting Software etc. to be furnished alongwith the techno-commercial bids.
- 11.0 **Mobilisation:** Bidder must categorically confirm in their Techno-commercial Bid that in the event of an award of contract, they will complete mobilization at both the sites and commence operation within ninety (90) days from the date of issue of Letter of Award (LOA) by Company. Mobilisation shall be deemed to be completed when all equipment are fully tested, calibrated and put into operation and necessary experimental work is conducted as specified in the Scope of Work and the first regular production shot is taken and accepted by Company at both locations.
- 12.0 **Documents:**
- Bidders must furnish documentary evidences in the same order as set out here below from (a) to (g) in support of fulfilling all the requirements.
- (a) List of Equipment: List of equipment as per para 10.0 above for deployment, alongwith technical specifications and other related documents like printed literature/brouchers, proof of vintage and make etc.
  - (b) MOU/Agreement concluded with consortium partners or collaborators/joint venture partners, as the case may be, alongwith the un-priced Technical bid.
  - (c) Experience of Bidder: Statement to be furnished by the bidder in a tabular form and the corresponding copies of contracts/work-orders/completion certificates/payment certificates issued by their clients must also be submitted.
  - (d) Financial Turnover of Bidder: Audited Balance Sheets/Profit and Loss Accounts etc. for the past thee (3) accounting years as on the scheduled bid closing date.
  - (e) Bidder's general structure and organization, including the branch/sub-division dedicated to such activities.
  - (f) Details of Bidder's Health, Safety and Environmental Policy and Programme together with HSE Management System. HSE considerations on site and throughout the requirement are part of Contractor's responsibility and the Contractor must have proven methods for managing risks associated with its own scope of services and all interfaces with others. These methods must be clearly indicated in their HSE manual. Details of Quality Assurance System and Certificate issued by ISO 9001 or equivalent. Additionally bidder to provide the incident / accident track records of last 5 years prior to technical bid opening date.

- (g) Resume of key personnel to be involved in the services with relevant experience and educational qualifications etc.

Note: 1. Bid without the above listed documents or information shall be rejected.

2. All aforesaid documents to be submitted alongwith the un-priced Technical bid must be self certified by the Bidder's authorized person. OIL also reserves the right to verify the original documents.

**B. COMMERCIAL:**

- 1.0 Bids shall be submitted online under single stage two Bid system i.e. Technical Bid and Priced Bid separately as explained in details in this Tender Document. Bids not conforming to this system shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the Contract and not subject to variation on any account.
- 3.0 Bids with shorter validity (i.e., less than 120 days from the scheduled techno-commercial bid closing date) will be rejected as being non-responsive.
- 4.0 The original Bid Security in physical form (hard copy) shall be submitted by bidder to the office of the General Manager (NEF), NEF Project, Oil India Limited, Duliajan – 786602, ASSAM, India in a sealed envelope and must reach before the Techno-commercial Bid Opening Date and Time. The amount of Bid Security shall be as specified in the Bid Document. Bid received without proper Bid Security as above will be rejected.
- 5.0 The Integrity Pact must be submitted with the Techno-commercial 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 the Integrity Pact (digitally signed) shall be rejected straightway.
- 6.0 Any Bid received in the form of Telex/Cable/Fax/e-mail will not be accepted.
- 7.0 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.
- 8.0 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 9.0 Any Bid containing false statement will be rejected.
- 10.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" i.e, **Proforma-B** of Bid Document; otherwise the Bid will be summarily rejected.
- 11.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
  - (i) Bid Security Clause
  - (ii) Performance Guarantee Clause
  - (iii) Force Majeure Clause
  - (iv) Tax Liabilities Clause

- (v) Arbitration Clause
- (vi) Acceptance of Jurisdiction and Applicable Law
- (vii) Liquidated damage and penalty clause
- (viii) Safety & Labour Law
- (ix) Termination Clause
- (x) Integrity Pact

## **C. GENERAL**

- 1.0 **Proforma-D** – The Compliance Statements should be digitally signed and uploaded alongwith the un-priced technical bid. In case bidder takes exception to any clause of the 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 deviations when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.
- 2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.
- 4.0 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

## **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 In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount will be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and figures, the unit rates quoted in words will prevail.
- 2.0 For evaluation of the bids, B.C Selling (market rate) of State Bank of India prevailing one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for conversion in to single currency.
- 3.0 To ascertain the inter-se-ranking, comparison of the responsive bids submitted by the technically qualified bidders will be made subject to loading for deviations, if any. The Commercial Bids shall be evaluated and compared based on the rates quoted in the PRICE BID FORMAT as per Proforma-B by taking into account the summation of the following:

**TOTAL ESTIMATED VALUE OF CONTRACT:  $T = A + B + C + D + E + F + G$**

**Where:**

a.	Charges for Mobilisation	= <b>A</b>
b.	Total Operating Charges	= <b>B</b>
c.	Total Charges for Uphole Survey	= <b>C</b>
d.	Total Charges for Experimental Shooting	= <b>D</b>
e.	Total Standby Charges	= <b>E</b>
f.	Total Force Majeure Charges	= <b>F</b>
g.	Charges for Demobilisation	= <b>G</b>

**NOTE: The above items are defined in Schedule of Rates/Price Bid Format.**

4.0 Granting of Price Preference to Domestic Bidders (applicable to ICB tenders only):

Domestic bidders would be entitled to a price preference up to ten percent (10%) over the lowest acceptable (evaluated) Foreign bid subject to value addition. For ensuring value addition and eligibility for price preference, domestic bidders should provide all evidence necessary to prove that they meet the following criteria:

- (a) Be registered within India
- (b) Have majority ownership by Nationals of India
- (c) Not sub-contract more than 80% of the works measured in terms of value, to Foreign contractors.

For meeting the criteria at (c) above, domestic bidders should obtain a certificate in original from practicing Statutory Auditor engaged by them for auditing their annual accounts, which could establish that not more than 80% of the works measured in terms of value has been sub-contracted to Foreign contractors. The scanned copy of the Original certificate indicating various sub-contracting details in percentage terms as well as in absolute value must be uploaded by bidder alongwith the Priced Bid in OIL's E-portal. The Original certificate shall be submitted by the bidder to the office of Head-NEF, NEF Project, Oil India Limited, Duliajan – 786602, ASSAM, India in a separate sealed envelope which must reach the above address before the Techno-commercial Bid Opening date and Time, failing which they will not be eligible for any such price preference. However, a scanned copy of the Statutory Auditor's certificate indicating various sub-contracting details in **percentage terms only** and without price details should be uploaded in the un-priced bid in C-Folder link.

Consortium between domestic (Indian) and foreign firms led by Indian firm shall also be eligible for the price preference provided they fulfill the conditions of price preference given for domestic bidder at (a), (b) & (c) above.

However Consortium between domestic and foreign firms led by foreign firms shall not be eligible for price preference even though their domestic partner satisfies the conditions given for domestic bidder at (a), (b) & (c) above.

It must be noted that above information so furnished, if at any stage found wrong, incorrect or misleading, will attract action as per rules/law.

The bidders are requested to check the latest position on the subject on their own and OIL does not accept any liability whatsoever on this account.

**LIST OF KEY PERSONNEL****Professional Staff for each Seismic Crew at all times  
during the period of Seismic Survey:**

<b>Sr. No.</b>	<b>Position</b>	<b>Minimum Work Experience</b>	<b>No. of Personnel</b>
1	Party Chief	10 years, out of which 5 years as Party Chief in 2D / 3D Seismic.	One (1)
2	QC Processing Geophysicist	7 years, out of which 3 years as QC Processing Geophysicist in 3D Seismic.	One (1)
3	Seismologist	5 years as Seismologist.	One (1)
4	Observer	5 years as Observer,	Two (2)
5	Instrument Technician	5 years as Instrument Technician	One (1)
6	Sr. Surveyor	5 years as Surveyor, out of which 2.5 years in 3D Seismic.	Two (2)
7	HSE Manager	5 years, out of which at least 2 years of experience as HSE Manager in Seismic Crew.	One (1)
8	Senior Drilling Supervisor	5 years out of which at least 2 years of experience in Seismic Crew	Two(2)

**Note:**

1. The personnel deployed for the work should have the total experience as indicated above in the relevant field (seismic survey operation).
2. The number of personnel mentioned above is the minimum requirement. However, the bidder should deploy key personnel in adequate numbers required for smooth running of the operation. The bidder may choose other personnel e.g. observers, surveyors, mechanics, drilling supervisors, shooters, etc. that the Contractor would like to deploy to accomplish the job as per the defined parameter and time frame. The detailed bio-data and the number of such personnel must be submitted with the technical bids. The shooters and other explosive handling personnel, radio operators, etc. must have valid licenses as applicable for operating in the North-East. The Supervisor and the Party Chief have to be efficient enough to coordinate with Company and perform all other required interaction with external agencies for executing the job successfully.
3. The Contractor's key personnel must be proficient and fluent in English.

**EQUIPMENT AND ACCESSORIES**

The quantity and the type of equipment required for carrying out the entire survey has been kept open to the bidder. However, it is mandatory for the bidder to ensure that the quantity of the equipment to be deployed by him/them is adequate and the type of the equipment deployed are the latest in the industry as per international standard. The list of all the equipment, accessories along with the spares to be imported for this service have to be provided in the un-priced techno-commercial bid. However, the respective CIF values must be provided in the commercial bid.

**A. SURVEY EQUIPMENT:**

The bidder must use DGPS for reference point fixing and use the latest equipment e.g. total stations with in-built EDM & Data logger, for control survey & line implantation. The quantities of all the survey equipment to be deployed are to be decided by the bidder to meet the required survey objectives and time frame. All the equipment must be of **vintage less** than or equal to **36 months** on bid closing date and must be in perfect working condition. The processing software must be of the **latest version**.

**B. RECORDING EQUIPMENT:**

The core equipment must be of 24-bit Delta-Sigma technology, line telemetry or cableless system or a combination of the two. The quantity of all field electronics to be brought by the bidder will be minimum 3500 channels and need to be sufficient enough to acquire 2100 shots of seismic data with defined parameter in three (3) **operating months** and complete the subsequent extension of job volume (if any). The recording equipment including ground electronics must be of **vintage less** than or equal to **36 months** on bid closing date and must be in perfect working condition. **Cables and receivers shall not be older than 36 months on the bid closing date.** Contractor should deploy low distortion Geophones (distortion < 0.1%). The onsite processing system for quality control etc. must be in perfect working condition.

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

**C. UPHOLE SURVEY EQUIPMENT:**

The quantity of all the equipment to be deployed for Up-hole survey are to be decided by the bidder to meet the required survey objectives and time frame. All Uphole survey equipment must be of **vintage less than or equal to 60 months** on bid closing date and must be in perfect working condition. However, the **Cables & up-hole geophones etc., should be preferably new but the vintage should not be more than thirty six (36) months on bid closing date.**

**D. COMMUNICATION EQUIPMENT:**

All the communication sets should be adequate in number and in a perfect working condition.

**E. SHOT-HOLE DRILLING EQUIPMENT:**

The bidder must use mechanized shot hole drilling rigs, which can drill minimum up to a depth of 25 meters in such difficult terrain as specified in **SECTION-II, PART-3** of the bid document. Bidder shall deploy man portable drilling rigs with DTH facility and suitable compressors as there is scarcity of water in the operational area for shot hole drilling operations. Some part of the area may also require portable mechanized rigs with mechanized pumps where water for drilling purpose may be available.

## F. COMPUTING:

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

## G EQUIPMENT FOR FIELD 3D DATA PROCESSING:

\* Status of maintenance contract of the Processing Software to be furnished

## H. TRANSPORT EQUIPMENT:

**END OF PART – 2**

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## **PART-3**

### **SECTION-I**

#### **GENERAL CONDITIONS OF CONTRACT**

- 1.0 DEFINITIONS:** In the contract, the following terms shall be interpreted as respectively assigned below:
- 1.1 **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.2 **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- 1.3 **"The Work"** means each and every activity required for the successful performance of the services described under Scope of Work/Terms of Reference/Technical Specifications in Section II, PART-3.
- 1.4 **"Party"** shall mean either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;
- 1.5 **"Site"** means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;
- 1.6 **"COMPANY"** or **"OIL"** means Oil India Limited;
- 1.7 **"CONTRACTOR"** means the individual or firm or Body incorporated performing the work under this Contract.
- 1.8 **"Affiliate"** as applied to Company, its Co-venture's, Participants, Contractor, sub-contractor shall mean in relation to any company, at any time, any other entity (a) in which such company directly or indirectly controls more than 50% (fifty percent) of the registered capital or rights to vote or (b) which directly or indirectly controls more than fifty per cent (50%) of the registered capital or rights to vote of such company; or (c) of which an entity as mentioned in (b) above, controls directly or indirectly more than fifty percent (50%) of the registered capital or the rights to vote and shall include a subsidiary or a holding company of any tier of the aforementioned;
- 1.9 **"Co-Venturers"** shall mean any co-venturers with Company from time to time having an interest in either PSC and/or Joint and/or associated agreements for the purpose of exploration and production in Operating Agreement for the operating area and on whose behalf the Company would be deemed to have entered in to this contract.
- 1.10 **"Contractor's Personnel"** mean the personnel to be engaged by the Contractor (including their sub-contractor's personnel) to provide services as per the contract.
- 1.11 **"Company's Personnel"** mean the personnel to be engaged 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.



- 1.12 "**Services**" means the work specified in **Section II, PART-3** and all other obligations to be complied with by the Contractor pursuant to and in accordance with the terms of this contract.
- 1.13 "**Specification**" means the description of the Equipment and/or Services set out in **Section II, PART-3 and Annexure-II**.
- 1.14 "**Gross Negligence**" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 1.15 "**Willful Misconduct**" shall mean intentional disregard of good and prudent standards of performance or proper conduct under the contract with knowledge that it is likely result in any injury to any person or persons or loss or damage of property.

**2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as on the Date Company notifies Contractor in writing (through Letter of Award/Intent) that it has been awarded the contract. Such date of notification of award of Contract will be the **Effective Date** of the Contract.
- 2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel and other resources as required for execution of this contract should be completed by the Contractor within **ninety (90) days from the effective date** of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the designated location in readiness to commence assigned survey jobs as envisaged under the Contract, after all equipment are fully tested, calibrated & put into operation, necessary experimental work is conducted as specified in the scope of work and the first regular production shot is taken & accepted by the Company.
- 2.3 **COMMENCEMENT DATE:** The date on which the mobilization as above is completed in all respects will be treated as the **date of commencement** of Contract.
- 2.4 **DURATION OF CONTRACT:** The duration of Contract, to be reckoned from the commencement date, shall be for a period of **three (3) operating months**.

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

- 3.1 Perform the work described in the Terms of Reference (Section-II of PART-3) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

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

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

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

4.1 Pay Contractor in accordance with terms and conditions of the contract.

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

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

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

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe all applicable statutory safety requirements. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

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

5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking) and strictly as per Annexure-I in PART-2.

**6.0 WARRANTY AND REMEDY OF DEFECTS:**

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.

6.2 Should Company discover at any time during the tenure of the Contract or till the equipment/tools are demobilised from site or base camp that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

## **7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- (a) Which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company; or
  - (b) Which is required to be disclosed by the Contractor pursuant to an order of a Court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not be extended to information which:
- (i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;
  - (ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
  - (iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
  - (iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
  - (v) Contractor is required to produce before competent authority or by court order subject to prior permission from Company.

## **8.0 TAXES, DUTIES & LEVIES:**

- 8.1 All taxes levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract shall be on Contractor's account, except the Service Tax.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under this contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax Authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 8.6 Corporate income tax shall be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to Contractor as per the provisions of Income Tax Act.
- 8.7 All taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor locally shall be borne by the Contractor.
- 8.8 **Service Tax:** Service Tax if applicable any, and/or levied on payments against this contract shall be to Company account. Therefore, the rates/prices to be quoted by the Bidders against this tender shall not include Service Tax. However, the liability of payment of Service Tax to the appropriate authority at applicable rate shall solely rest on the Contractor.
- 8.9 **Customs Duty:**
- (a) Company intend to use the Services under this Contract in NELP-VI Block (MZ-ONN-2004/1) in Mizoram, India for which PEL is issued after 1.4.1999 and therefore, in terms of Notification No. 12/2012-Customs dated 17.03.2012 (Sl. No. 359 of Table, List 13 and condition 44) imported items in connection with petroleum operations under this Contract would attract NIL rate of Customs Duty. Company will issue Recommendatory Letter (RL) to The Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issue of Essentiality Certificate (EC), to enable the Contractor to avail concessional (Nil) rate of customs duty so as to provide the services under this Contract.
  - (b) While bidding, the Bidder must identify, in the format specified in Proforma-A in PART-4 of tender, all such items required to be imported by them for execution of Contract if awarded on them. Accordingly, Recommendatory Letters (RLs) shall be issued by Company against specific written request of Contractor immediately after shipment of the goods (if indicated by them in Proforma-A), alongwith the relevant Invoices and other requisite shipping documents. Company shall issue the RL within 15 days of receipt, provided all the documents submitted by the Contractor are found in order. However, securing EC from DGH in time and clearing goods through customs shall entirely rest on the Contractor.

- (c) In the event customs duty becomes leviable during the course of Contract, arising out of a change in the policy of the Government, Company shall reimburse the customs duty paid by Contractor on production of documentary proof evidencing payment of customs duty at actual.
- (d) The Company's obligation for Customs Duty payment shall be limited/ restricted to the duty tariff rates as assessed by the Customs on the day of clearance or as on the last day of the stipulated mobilization period. In case of clearance thereafter, the CIF value of items in Proforma-A will be frozen as on the last day of mobilization and any increase in Customs Duty on account of increase in duty tariff will be to the Contractor's account.
- (e) Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account.
- (f) The Contractor shall arrange clearance of such items from Customs and port authorities 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.
- (g) The Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are used only in executing their job under this Contract in the intended NELP Block of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/ consumed certifying that the spares and the consumables imported by them have been consumed in the said NELP block under the contract.

## **9.0 INSURANCE:**

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
  - a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance or Comprehensive General Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to 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 as governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 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.
- 9.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.6 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 out by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 9.7 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 9.8 All insurance taken out by Contractor or his sub-Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

#### **10.0 CHANGES:**

- 10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

## **11.0 FORCE MAJEURE:**

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

## **12.0 TERMINATION:**

- 12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or the extension period, if exercised by Company under the provision of the contract.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its Collaborator at any time during the term of this Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate this Contract and all the Contractor’s rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate this Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company,

- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and / or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination including the Demobilisation cost, if any.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.
- 12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.
- 12.11 Demobilization charges in the event of termination under clause 12.3, 12.4, 12.5 and 12.6 will not be payable. Further, demobilization charges will not also be payable under clause 12.7 if termination is due to contractor's default.

**13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

- 13.1 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 venue of arbitration will be **Guwahati/New Delhi**. The award made in pursuance thereof shall be binding on the parties.

**14.0 NOTICES:**

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



**Company**

General Manager (NEF)  
**OIL INDIA LIMITED**  
NEF Project  
PO - Duliajan – 786602,  
Assam, India  
Fax No.0091374-2801799  
Email: [nef@oilindia.in](mailto:nef@oilindia.in)

**Contractor**

M/s. ....

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

**15.0 SUBCONTRACTING:**

- 15.1 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

**16.0 MISCELLANEOUS PROVISIONS:**

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

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

- 17.1 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 at the rate of 0.5% of the total contract value 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 mobilization period till the date of commencement of Contract as defined in Clause No. 2.0 of Section-I of PART-3.

- 17.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.
- 18.0 PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee equivalent to 7.5% (seven and half percent) of estimated Contract value towards performance security. The performance security shall be kept valid for seven (7) months beyond the duration of the contract and shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.
- 19.0 PAYMENT & MANNER OF PAYMENT, INVOICES:**
- 19.1 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. All payments will be made in accordance with the terms hereinafter described.
- 19.2 All payments due by company to contractor hereunder shall be made at contractor's designated bank with Reserve Bank of India (RBI)'s approval, if applicable. Bank charges, if any, will be on account of the Contractor.
- 19.3 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 within notice of objection to any item or items, the validity of which company questions.
- 19.4 Contractor will submit three (3) sets of all invoices to company for processing of payment. Separate invoices for the charges payable under the Contract shall be submitted by Contractor for foreign currency and Indian currency.
- 19.5 Contractor shall raise invoice after first production shot is taken as per clause 2.2 of Section-I, PART-3 duly certified by Company's representative.
- 19.6. The Contractor shall raise monthly invoices for the data acquired against completed seismic profiles only during the month and that has been handed over to the Company at Duliajan along with Up-hole (static correction) data and necessary topographic survey data / observer report etc. The data submitted without these shall be considered as incomplete. No payment shall be made for incomplete seismic profiles.
- 19.7 The Contractor shall raise monthly invoice for reference point fixing by DGPS after fixing the reference points and submitting the processed data with a report.
- 19.8 Payment of monthly invoices for completed seismic profiles only, if undisputed shall be made within 45 days following the date of receipt of invoice by Company excepting for the first two (2) monthly invoices where some delay (upto one month) may occur.
- 19.9 The Company shall within 30 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reason there of, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in para 19.3 above.

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

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

**20.0 RATE OF PAYMENT:** Company shall make the payments to the Contractor as per the rates referred in Section-IV of PART-3.

**21.0 LIABILITY:**

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

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting 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 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 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 for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 22.0 CONSEQUENTIAL DAMAGE:** Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.
- 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 either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 24.0 INDEMNITY AGREEMENT:**
- 24.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/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 Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated

hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

- a) For non-completion of jobs assigned as per Section II of Part-3.
- b) Contractor's indebtedness arising out of execution of this contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or other field or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings withheld from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by contractor to fully reimburse company under any of the indemnification provisions of the contract. If, during the progress of the work contractor shall allow any indebtedness to accrue for which company, under any circumstances in the opinion of company may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by company, fail to pay and discharge such indebtedness, then company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to contractor, a sum equal to the amount of such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed payment shall thereafter be made for amounts so withheld. With-holding will also be effected on account of the following:-
  - i) Order issued by a Court of Law in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of contractor which by any law prevalent from time to time to be discharged by company in the event of contractor's failure to adhere to such laws.
  - iv) Any payment due from contractor in respect of unauthorized imports.

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

**28.0 APPLICABLE LAW:**

28.1 The Contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

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

- a) The Mines Act-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) The AGST Act. WB & BIHAR
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) State Entry Tax Act.
- o) Oil Industry Safety Directorate (OISD) guidelines.
- p) Forest Conservation Act, 1980.

**29.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, 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.

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

**31.0 RECORDS, REPORTS AND INSPECTION:**

31.1 The Contractor shall, at all times, permit the Company and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each well with major items consumed and received on Site, which shall be open at all reasonable times for inspection by the Company designated

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

- 31.2 The Company or its authorized representative shall be entitled to inspect and/or test the Equipment at Site where services are being performed. The Company reserves the right to reject any and all Equipment, which is not in accordance with the specifications and provisions of the Contract.

**32.0 ASSOCIATION OF COMPANY'S PERSONNEL:** Company's personnel will be associated with the work throughout the operations, who shall at all times have complete access to the Site for the purpose of observing inspection or supervising the work performed by the Contractor.

**33.0 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.

**34.0 DEMOBILISATION & RE-EXPORT:**

- 34.1 The Contractor shall arrange for and execute demobilization of the entire package of Tools/ Equipment/ Spare/ Accessories/ Manpower etc. provided by Contractor under the Contract upon receipt of notice for demobilization from Company. Demobilization shall be completed by Contractor within 30 (thirty) days of issue of demobilization notice by Company.

- 34.2 Tools/ Equipment/ Accessories/ Spares/ Consumables if imported any by the Contractor under this Contract on re-export basis, shall be re-exported (except for those consumed during the operations) by the Contractor on completion of the Contract. Immediately after re-exporting, the Contractor shall submit the detailed re-export documents to Company as documentary proof of re-export. In case of failure to re-export any of the items as above within the allotted time period of 30 (thirty) days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

- 34.3 In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty and/ or any penalty leviable by customs authority.

**35.0 POLLUTION AND CONTAMINATION:**

- 35.1 The Contractor shall be liable for all surface pollution to the extent caused by Contractor and resulting from spillage or rubbish in any form or dumping of solvents/ additive substances or pollutants which the Contractor brings to the Site for use in connection with Work to be performed under this Contract. However, in the event of such dumping or spillage or discharge by Contractor, Contractor shall immediately assume all responsibility at their cost for the removal of items,

substances or rubbish so dumped or discharged and for any resulting pollution or contamination in any form, at the well Site and the surrounding area.

- 35.2 Pursuant to Clause 35.1 above, the Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agent, servants, officers and employees harmless from any liability, loss, cost, claim or expense for loss or damage from pollution or contamination (including clean-up) arising out of or resulting from any of Contractor's services/ operations unless such pollution or contamination is caused by Contractor's Gross Negligence.
- 35.3 Notwithstanding anything to the contrary contained herein, it is agreed that Company shall release, indemnify and hold Contractor and its Sub-contractors harmless from any and all claims, judgments, losses, expenses and any costs arising from (including but not limited to Court costs and Attorneys fees) for:
- a) Damage to or loss of any reservoir or producing formation; and/ or
  - b) Damage to or loss of any well; and/ or
  - c) Any other subsurface damage or loss; and/ or
  - d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.
- 35.4 In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.
- 36.0 ENTIRE CONTRACT:** This Contract contains the entire agreement between the Parties and supersedes any previous understandings, commitments, agreements or representations whatsoever, oral or written, pertaining to the subject matter hereof, provided that nothing in this Clause 30 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.
- 37.0 INTEGRITY PACT:** The integrity pact, duly signed by the authorized representatives of OIL and the Contractor, will form part of this Contract.
- 38.0 LOSS OR DAMAGE:**
- 38.1 **DAMAGE OR LOSS OF CONTRACTOR'S EQUIPMENT:** The Contractor shall at all times be solely responsible for any damage to or loss or destruction of their surface 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 sub-contractors, and 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.

If the Contractor's items are declared to be total loss and/ or construed to be total loss, as determined by the applicable insurance coverage, this Contract shall stand terminated for the occurrence of the event causing such loss and each party shall thereupon be released of all further obligations hereunder in respect of this Contract, except for the payment then due or liabilities to be charged in respect of the Work already done under this Contract.



**39.0 LOCAL CONDITIONS:** It is imperative for the Bidders 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 the all aspects covering the nature of the work as stipulated in the Tender 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.

**40.0 BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

**41.0 BACKING OUT BY BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall then be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

**42.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder/ Contractor has/had furnished fraudulent documents/information, the Bid Security / Performance Security shall be forfeited and the bidder / Contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

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

**44.0 COMPREHENSIVE 'HSE' GUIDELINES:**

44.1 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.

44.2 Every person deployed by the Contractor in a mine must wear safety gadgets (PPE) to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and Company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be

DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to OIL for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

- 44.3 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation/ operations to be done by the Contractor and how it is to be managed.
- 44.4 The Contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the Contractor's work.
- 44.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 44.6 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 44.7 All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
  - a. MVT can be arranged by OIL for the personnel working in rig.
  - b. IME/PME has to be done as per the Mines Rule requirement in nearby authorized hospital.
- 44.8 The Contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 44.9 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 44.10 It will be entirely the responsibility of the Contractor/his Supervisor/ representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by Company's representative for safe operation.
- 44.11 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
- 44.12 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

- 44.13 The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 44.14 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his personnel every day for the work, punctually.
- 44.15 If the Company arranges any safety class / training for the working personnel at site (Company employee, Contractor worker, etc.) The Contractor will not have any objection to any such training.
- 44.16 The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 44.17 To arrange daily tool box meeting, Job Safety Analysis (for Critical Jobs) and regular site safety meetings and maintain records.
- 44.18 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
- 44.19 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 44.20 A Contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 44.21 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 44.22 In case Contractor is found non-compliant of HSE laws as required Company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 44.23 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 44.24 The Contractor should prevent the frequent change of his contractual employees as far as practicable.
- 44.25 The Contractor should frame a mutually agreed bridging document between OIL & the Contractor with roles and responsibilities clearly defined.
- 44.26 For any HSE matters not specified in the contract document, the Contractor will abide by the relevant and prevailing Acts/rules/ regulations/pertaining to Health, Safety and Environment.

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

## **PART-3**

### **SECTION- II**

#### **SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS**

**1.0** This section establishes the scope and schedule for the work to be performed by the Contractor. It describes the area of operation, Company's requirement for 3D seismic survey in and around the areas identified, Scope of Work, types of equipment and accessories required to carry out high quality seismic data acquisition within stipulated time frame and Company's & Contractors responsibilities etc. The Contractor is required to satisfy/adhere to the requirements laid down in this Section.

#### **2.0 PREAMBLE:**

2.1 Oil India Limited (OIL), a Govt. of India Enterprise, presently engaged in exploration, drilling, production and transportation of hydrocarbons, **proposes to acquire approx. 2100 shots of 3D seismic data** covering an area of about 154 Sq. km **in its NELP-VI Block: MZ-ONN-2004/1 in Mizoram, North East India** by hiring the services of an internationally reputed and competent Contractor having required infrastructure and relevant experience of carrying out seismic surveys in similar areas in different parts of the world. Company would expect the Contractor to meet Company's requirement on:

- Acquisition of 2100 shots of 3D seismic data from above area
- Meeting data quality as per international standards
- Deployment of 24-bit Telemetry system
- Contractor's global & sufficient experience
- Contractors own infrastructure & expertise
- Contractor's financial strength
- Environmental issues
- Time frame
- Turn Key contract
- Company's option to increase the volume by upto 100 % of the proposed work quantum in same or similar areas

Company shall check the quality, monitor the progress and accept the data as per the set standards.

#### **2.2 GEOLOGY, OBJECTIVE AND GENERAL INFORMATION OF THE SURVEY AREA:**

##### **A. GEOLOGY OF THE AREA**

2.2.1 Northeastern part of India constitutes the seven federal states of the erstwhile mother state of Assam. These are; Assam, Arunachal Pradesh, Meghalaya, Nagaland and the contiguous states of Manipur, Mizoram and Tripura. It constitutes the sedimentary basin complex of Assam Shelf and Assam-Arakan. Physiographically, Cachar, the southern district of Assam, forms an entrenched part of Manipur – Mizoram and Tripura. Myanmar and Bangladesh are, respectively, to the east and west of these states. The Assam-Arakan sedimentary basin is a shelf-slope-basinal system. The shelf part of the basin spreads over the Brahmaputra valley. The basinal part (geosynclinal) is occupied by the Naga Schuppen belt and the Cachar, Tripura, Mizoram and Manipur fold belts. The Assam-Arakan fold belt extends southward to the Cachar-Mizo fold zone. West of this zone, lies the frontal belt of Tripura with mostly closed folds which gradually become tighter towards east in Mizoram.

- 2.2.2 Assam - Arakan region, Mizoram, Manipur and Tripura have drawn the attention of exploration geologists ever since the discovery of Digboi and Makum oil fields of Upper Assam around 1890. The Badarpur oil field in Cachar district of Assam, presently abandoned, was discovered in 1901. This discovery followed a spate of other discoveries in Assam since Sixties of the last Century. Gas occurrence in Tripura is very relevant to the exploration of the region. Commercial gas in this state was discovered during the late seventies of previous century within the Surma sequence of Miocene age. Several other gas fields have also been found since then.
- 2.2.3 Cachar- Tripura- Mizoram fold belt constitutes a distinct part of Assam-Arakan tectonic system. Myanmar's Shan Plateau and the Ophiolite complex extend to the east of it. The Bangladesh flood plains are to the west. The Naga Schuppen belt of Assam forms the northern extreme and Chittagong hill track (Bangladesh) lies to the south of it.
- 2.2.4 The area of operation is a part of Tripura – Cachar – Mizoram fold belt of Assam Arakan Basin. The Mizoram fold belt is composed of tight linear folds with their axes almost in north-south direction. The intensity of folding increases from west to east where the rocks of Indian plate subducted below the Burmese plate. The anticlines are long, narrow and tight, whereas the synclines are broad and gentle. As per the geological section of the area of operation, the area has Tipam formation exposed in the central part and Bokabil formation is exposed in the eastern and western part. The Bhuban formation is divided in three formations as Lower, Middle and Upper Bhuban formations. Lower Bhuban formation is mainly alternations of sandstones and shale. The Middle Bhuban consists of mainly shale with subordinate sandstones. The Upper Bhuban consists of alternations of sandstones and shales.

## **B. OBJECTIVE OF THE SURVEY**

- 2.2.5 The main objective of the survey is to acquire high quality 3D seismic data for delineation of hydrocarbon prospects in this thrust fold area. The zone of interest lies between 2500 – 5000 meters.

## **C. PHYSIOGRAPHY, CLIMATE AND COMMUNICATION**

### **Physiography**

- 2.2.6 The region, in general, exhibits first - order topography of folded Miocene Strata. The compact and relatively - older rocks constitute these ridges and the younger strata make up the valleys. Elements of second - order topography are seen towards east of longitude 93°30' East.
- 2.2.7 Geomorphology of Manipur-Mizoram-Tripura region is typified by a succession of sub-parallel hill ranges and long valleys. The hill ranges reach a maximum height of around 1800m in Mizoram with most of these between 900-1200m. Thus, the general elevation increases towards east up to the Myanmar border.
- 2.2.8 Major river systems follow the north-south longitudinal valleys. The important rivers, Barak and Langai, flowing through Cachar originate in the hills of Manipur. Other rivers are Rukni, Dhaleshwari and Singla. Regional drainage, in general, is oriented in a north – south direction. The important rivers of Mizoram are Tlawng, Tlau, Chhimtuipui, klarnaphuli etc

## **Climate**

- 2.2.9 Northeastern India experiences a sub-tropical to tropical climate with a rainfall of 300 to 400cm per annum. Summer is hot and humid and maximum temperatures range from 30°C to 38°C during April to June, Monsoon sets in rather early during the season. From May onwards, pre- monsoon showers are frequent. Winter season from November to January is milder when temperatures are between 12° to 25°C.

## **Communication**

- 2.2.10 Mizoram- Manipur – Tripura is mainly a hilly region. The area is connected by national highway (NH54), which touches the southern end of Mizoram state at Lunglei. Highway No. (NH39) reaches Aizawl, the capital of Mizoram. In addition to National Highway, there are State Highways and fair weather motorable roads criss-crossing the territory.
- 2.2.11 The nearest International Airport is at Kolkata in West Bengal. Airports at Guwahati, Jorhat, Agartala, Imphal and Aizawl receive regular domestic air traffic. Broadgauge railway line connects Kolkata to Guwahati and Upper Assam. Meter gauge railway line from Dimapur (Nagaland) to Guwahati (Upper Assam) passes through Bhairabi in Mizoram, Silchar in Cachar and Jiribam in Manipur.

## **D. LOCATION OF THE AREA:**

- 2.2.12 The block: MZ-ONN-2004/1 is situated in the Mizoram state and covers an area of 3213 sq km. Aizawl is the Capital town of Mizoram and is connected to the other places by motorable roads and highways. The nearest railhead is at Bhairabi close to the border with Cachar district of Assam. Aizawl is linked by air to the rest of India, the nearest international airport being located at Kolkata in west Bengal. The proposed area lies in between the following broad coordinates:

### **Coordinates of Block MZ-ONN-2004/1**

<b>Points</b>	<b>Latitude (N)</b>			<b>Longitude (E)</b>		
	<b>Deg.</b>	<b>Min.</b>	<b>Sec.</b>	<b>Deg.</b>	<b>Min.</b>	<b>Sec.</b>
A	23	40	00	92	32	54.85
B	23	00	00	92	35	58
C	23	00	00	93	00	00
D	23	40	00	93	00	00
A	23	40	00	92	32	54.85

## **E. TYPE OF AREA & LOGISTICS:**

- 2.2.13 Mizoram has an area of approximately 22500 Sq. Km. This state forms the eastern continuation of Tripura system of folds and sedimentary packages. Logistic constraints have so far hampered sustained exploration efforts in this state. However, improved communication should definitely accelerate the pace of exploration.

- 2.2.14 The surface topography of the proposed area of seismic operation is that of typical northeastern rugged hilly terrain of India. The topographic features are highly undulating with thick forest cover. The hillocks are very steep with intervening deep gorges. Small seepages of water from sharply cut hillocks are found to be the only source of water. The Dhaleshwari River is crossing through the southwest corner of the area.

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

- 3.1 Under this agreement, the Contractor is required to acquire **2100 shots** of high quality 3D seismic data in the area mentioned in para 2.2.12 by deploying the latest state-of-art 24 or higher bit Telemetry / cable less system or a combination of the two with compatible accessories (Cables, Geophones suitable to logistics and terrains), appropriate energy sources (Dynamite or equivalent with suitable detonators etc.).
- 3.2 The area of the proposed seismic survey is logistically difficult. In the proposed survey, the field electronics (cables, station units, geophones etc.) will be laid along connected roads / pathways in the form of a loop. The field electronics will also be laid in available pathways / open spaces / accessible areas in the area within a loop. The shots will be taken at regular interval on the loop and on pathways/ open spaces etc. within the loop area keeping all channels on and within the loop live.
- 3.3 In general terms, state-of-art 24 or higher bit telemetry seismic data acquisition system will be used for the work. The said data acquisition system can be line telemetry or cable less or a combination of the two. Company desires that within the loop area laying of field electronics (cables, station units, geophones etc.) and taking the shots need to be done in all pathways / tracks / open spaces / accessible areas. This is necessary for acquisition of meaningful data in the area. Contractor is required to ensure the same.
- 3.4 Bidder has to deploy portable drilling rigs with DTH facility and suitable compressors as there is scarcity of water in the operational area for shot hole drilling operations. Some part of the area may also require portable mechanized rigs with mechanized pumps where water for drilling purpose may be available. However, bidder shall drill a pattern of two holes of 25mtrs each for one (01) shot or pattern of 3 to 5 holes at all the places. As the area is logistically difficult and geologically complex with imbricate thrusts, the Contractor has to carry out sufficient modeling exercises and laboratory simulations to arrive at the best recording geometry. The entire project is required to be executed on a Turnkey basis by the Contractor within the stipulated time frame.
- 3.5 Contractor will be required to provide accurate model-validated source and receiver statics information, along each loop-track and the updated version for the entire area by carrying out regular uphole surveys at a spacing mentioned in Para 6.3 below.
- 3.6 Company reserves the option to increase the quantum of work upto a maximum of 100 % either in the areas mentioned above or in neighboring areas of similar terrain on same rates, terms & conditions at the option of Company depending upon the outcome of the initial data acquisition.
- 3.7 The Contractor has to acquire **2100 shots** of 3D seismic data of as a whole in the area mentioned in para 2.2.12 above to be completed in **three (3) operating months** as specified below in the Period of Contract.

#### **4.0 PERIOD OF CONTRACT:**

- 4.1 The entire work mentioned in Para 3.1 & 3.2 above must be completed in **three (3) operating months** from the date of mobilization at site (normally operating months are from October to May and monsoon break is normally from June to September) in the area of operation after Mobilization. The operating period excludes experimental work days, mobilization/demobilization period, **Sundays**, bad weather days due to extreme climatic conditions, camp shift for 7 days (if any), standby days with the crew for the reasons beyond the control of the Contractor and force majeure period, if any. The operating period is inclusive of production days lost due to equipment failure or for any other reason due to Contractor's problem as certified by the Company representatives. Contractor may deploy two (02) crews to complete the work in time.
- 4.2 Contractor shall put all out effort to complete the entire work of **2100 shots** in **three (3) operating months** only from the date of mobilization at site. In case, the Contractor fails to complete the tendered volume of work in three (3) operating months as aforesaid, the Contractor will be allowed an additional **one (01) month** to complete the remaining tendered volume of work with a **penalty of 25%** of the per shot operating rate which will be levied for the remaining quantity of data acquired beyond the stipulated time period. No payment towards the stand-by charges with or without crew during Monsoon Break & camp maintenance will be payable during this extended period due to non-completion of tendered volume of work within the stipulated time period. Contractor's request, if any, to allow them to work during monsoon, may be considered by the Company only at Contractor's cost and peril, however, Company would accept and pay for only quality data in this regard and Contractor will not be paid any other charges like standby, force majeure etc.
- 4.3 The additional quantum of work mentioned in Para 3.6 above shall be completed in additional period in proportionate to three (3) operating months for **2100 shots**, excluding monsoon break. In case the Contractor fails to complete the extended volume of the job within the additional period, a **penalty of 25%** of the per shot operating rate will be levied for the remaining quantity of data acquired beyond such additional period. No payments towards the stand-by charges without crew for Monsoon Break will be payable during this extended period due to non-completion of extended volume within the stipulated time period.

#### **5.0 CAMP ESTABLISHMENT AND CAMP MAINTENANCE:**

- 5.1 Contractor has to establish suitable camps and licensed Explosive Magazines at his own cost within the area of operations prior to Mobilization and commencement of the survey and maintain it as per the norms of the oil industry.

#### **6.0 DETAIL DESCRIPTION OF WORK:**

##### **6.1 TOPOGRAPHIC SURVEY:**

- 6.1.1 Before start of normal seismic survey, Contractor is required to fix a minimum of **fifty (50)** satellite points/reference points all over the areas mentioned above at the locations advised by Company using latest DGPS system. The exact number of benchmarks /reference points will be mutually decided by Company and the Contractor.



- 6.1.2 Contractor will properly fix permanent pillars at every line crossings, road crossing, river crossing and important cultural features with details engraved on the pillars. All these must be validated based on above DGPS observations.
- 6.1.3 Contractor must have at least two (02) advance parties comprising Surveyors amongst others to locate all pathways / tracks / open spaces / accessible areas within the loop areas for placement of shots and receiver lines.
- 6.1.4 Contractor will carry out control survey and line implantation using latest survey equipment such as DGPS, total stations with EDM and data logger, etc. with the accuracy less than 1 meter from the planned lines. The survey tolerance has to be checked (based on simulated line diagram and digital data to be provided by the Contractor), agreed and approved by Company prior to commencement of shooting on each line. Any re-survey and re-pegging, if required, will be carried out by the Contractor at his own cost & responsibility.
- 6.1.5 Contractor must visit the area of operation prior to bidding to make himself fully aware and understand the topography, job involvement, logistics, environmental issues etc.

## **6.2 SEISMIC SURVEY:**

### **6.2.1 TYPE OF SHOOTING:**

The area is expected to have complex sub-surface geology due to severe thrusting and thrust imbricates. Pre-Seismic survey modeling on the basis of available information/ data in or in the vicinity of the area would be necessary for the most scientific spread generation to acquire data in these highly complicated thrust fold belts. Contractor will have to carry out data acquisition based on the model. However, Company's requirement is continuous data coverage along each loop-track with channels / shots also inside loop areas with the following parameters:

<b>Sl.No.</b>	<b>Item</b>	<b>Particular</b>
1	Shooting Geometry	All channels live
2	Group Interval	25 m
3	Shot point interval	100 m
4	Minimum Near offset	To be decided by experimental work
5	Energy Source	Class II explosives in Culpable Plastic Tubes (CPT) of 63mm diameter.
6	Shot Hole Depth	Pattern of two (2) shot holes each of average 25 meters depth for each shot or pattern of 3 to 5 holes.
7	Charge Size	To be decided from charge size experimental work in the beginning and as and when necessary
8	No. of Geophone per channel	12 for normal & marsh geophones; single multi-component geophones
9	Geophone Pattern	To be decided after experimental work
10	Sampling Interval	2 ms
11	Recording Length	10 Seconds
12	Recording Formats	SEG-D De-multiplexed / SEG-Y on IBM 3592 (1 original and 1 copy) and on LTO 4 (1 original and 1 copy) in 'SEG' normal polarity.
13	Recording Polarity	Compression (first arrival) will give a negative number on tape and trough on monitor records
14	Geometry Data	SPS Format

15	S/N ratio	High, Min.120 dB dynamic range, with 24-bit Delta-Sigma recording technology and suitable noise shaping filter etc. to match the best record in the area.
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Final acquisition parameters like charge size, receiver array etc may be decided after the necessary experimental work in the field.

#### **6.2.2 ENERGY SOURCE:**

Contractor will use Class II explosives in Culpable Plastic Tubes (CPT) of 63mm diameter as energy source. Contractor must ensure the following geophysical requirements:

- a) Adequate energy to image target horizons.
- b) Proper source coupling.
- c) In case of explosive sources, shot hole depth has to be maintained at around of 25 meters. Bidder has to deploy man portable drilling rigs with DTH facility and suitable compressors as there is scarcity of water in the operational area for shot hole drilling operations. Some part of the area may also require portable mechanized rigs with mechanized pumps where water for drilling purpose may be available. However, bidder shall drill a pattern of two shot holes each of about 25mtrs depth or pattern of 3 to 5 holes for each shot at all the places along seismic loops.
- d) All shooting operations should be done by licensed shooters only.
- e) Compensation for any damage to roads, gardens, wire lines or any private or govt. property during seismic survey will be borne by the contractor.

**All loaded shot holes are to be blasted on the same day. Blasted shot holes and pits shall be filled with earth immediately after firing of shots. No additional payment shall be made to the Contractor for filling the blasted holes.**

#### **6.2.3 RECEIVERS:**

Contractor will have option to use receivers such as normal geophones, marsh geophones in any combination or multi-component geophones depending on the logistics and terrain conditions. In case of normal / marsh geophones, array of 12 low distortion (distortion < 0.1%) land/ marsh type and suitable for planting on soft as well as hard rock might be required. At places it might be required to bury the geophones below the ground level to minimize noise. The Contractor has to provide the exact number of geophones/group on the basis of experimental survey. In regard to receiver type, sensitivity & array, Contractor must maintain followings upto satisfaction of Company.

- a) All the receivers must be compatible to 24-bit recording for high bandwidth signal, which is necessary to resolve the thin reservoirs.
- b) Proper receiver coupling (tightly planted or buried geophones).
- c) Array of receivers will be decided after field tests & noise analysis for recording data with high S/N ratio up to the satisfaction of the Company.

#### **6.2.4 RECORDING EQUIPMENTS:**

Contractor will deploy latest state-of-art 24 or higher bit telemetry system with Delta-Sigma technology and compatible accessories/ground electronics, suitable to acquire the required quality data in the logistics and the terrain condition prevailing in the areas mentioned above. The equipment should be able to record data from different source and receivers as selected. The said data acquisition system can be line telemetry or cable less or a combination of the two.

**6.2.5 The make/makes and specifications of the equipment the bidder proposes to deploy against this tender should be clearly indicated in the technical bid. The bidder will not be permitted to change/replace the main equipment after opening the technical bid.**

**6.3 STATICS INFORMATION:**

6.3.1 Contractor is required to provide accurate and model validated source, receiver statics along each loop track and for the entire area by carrying out uphole survey at **1.0 Km interval in the highly undulating terrain.**

6.3.2 The Contractor must also use the first-break information along with near-hole uphole recording. The depth of Uphole survey should be minimum of 60 mtrs. In case a line crossing falls within 1 Km of an uphole point. The actual position and depth of uphole Survey will however be decided after experimentation and in consultation with Company's Geophysicist. The detailed model and model validated statics corrections for the entire area under operation must be provided to Company in UKOOA & ASCII Format.

6.3.3 The uphole interval may be mutually changed by Company and Contractor depending on the requirements. The statics data including velocity & thickness of near-surface layers need to be provided in CD's / portable disks etc. as well as on hard copies in user defined format containing line number, shot/receiver number, shot/receiver co-ordinates and the statics corrections and other relevant information.

6.3.4 Wherever the adequate depth for the uphole survey is difficult to achieve, the contractor shall carry out shallow refraction or LVL survey at an interval of 500m along the planned loop track which will be done in concurrence with company representative in writing. Four (4) LVL's will be equivalent to one (1) uphole.

6.3.5 The uphole/LVL survey should be planned ahead of shooting so that the same should be available for quality control during recording.

**7.0 EQUIPMENT & PERSONNEL:**

7.1 Contractor will deploy latest state-of art equipment, with compatible accessories to carry out the work mentioned in para 3.1-3.3 above in the area mentioned above.

7.2 Contractor shall arrange to mobilize all materials available indigenously not limited to items such as generators, bunkhouses, tents, office equipment etc. in addition to deploy sufficient number of mechanized shot hole rigs in order to complete the total volume of work within stipulated operating period of three (3) operating months after mobilization at site.

7.3 Contractor shall carry, use and provide all required consumables e.g. cartridges, floppies, survey materials (pegs, paints, hammer etc.), flexible wire, adhesive tapes, loading poles, recording paper & logs and chemicals, shot hole casings (if required), line communication systems, batteries etc. in brand new condition for completing the entire survey including the additional quantum of job as mentioned in para 3.3 above, if any.

7.4 Contractor shall depute well experienced & qualified personnel for carrying out various operations related to work mentioned in para 3.1-3.3 above. Personnel holding key posts or involved in decision making processes must have experience as per Annexure-I in carrying out similar jobs elsewhere with reputed organizations.

- 7.5 Contractor must submit detail bio-data of all of its personnel to be deployed for the entire period of the project along with the bid. Should Company find any of these personnel not upto satisfaction, it can ask for replacement of such personnel with no interruption to operation. Should there be any change of the personnel certified by Company for what so ever reason may be; the company's prior approval will be required.
- 7.6 Contractor shall undertake to deploy all the unskilled labors required for this job from in and around the area of operation.
- 7.7 The equipment/ key personnel to be engaged by the Contractor should be capable of recording/shooting and completing the work in three (3) operating months.
- 8.0 START OF WORK:**
- 8.1 The Contractor must complete mobilization and commence work within 90 days from the date of issuance of LOI/LOA.
- 8.2 Before the start of work, Contractor will ensure to the Company that the Contractor has mobilized personnel, equipment, accessories, spares and consumable etc. as per the terms of Contract and are in complete readiness to start the operations. The company has the right to check the mobilization of all equipment and personnel before commencement of work.
- 9.0 EXPERIMENTAL WORK:**
- 9.1 Contractor shall carry out all necessary experiments and tests to determine optimum field parameters prior to the commencement of the survey. The tests shall be carried out as per the practice in the international geophysical industry.
- 9.2 The experimental work shall be carried out for a maximum period of 10 days per crew in the area of operation to decide upon Shot hole pattern, Receiver array, shot charge size and near & far offsets. The period of 10-days or parts thereof can be availed prior to or during the operation to meet the geological /geophysical requirements.
- 10.0 QUALITY CONTROL MEASURES:**
- 10.1 Contractor shall install a full fledged workshop to maintain/repair all requisite specialized vehicles, equipment and accessories such as cable tester, geophone analyzer, Battery charger , Generators, communication sets etc.
- 10.2 The contractor will install a state of-the-art workstation with requisite hardware, latest software, accessories and consumables to carry out following QC tests with acceptable plotting facilities at field site:
- a) Survey processing & plot generation.
  - b) Planning of Seismic Survey
  - c) Analysis for design of field parameters.
  - d) Fold age, offset, and azimuth plots
  - e) Uphole analysis and model based statics computation.
  - f) Monitor display and preprocessing for quality control.
  - g) S/N ratio analysis
  - h) On line Basic processing upto stack on site to check the quality of output for every completed loop track. These processing and Company's comment on data quality would be pre-requisite to start shooting of succeeding loop track.
- 10.3 Contractor shall carry out the services in a fully professional manner and the information acquired/produced by them shall be of the quality acceptable to the Company. Should the information acquired/produced be of a quality not acceptable to the Company, then the Contractor will undertake to re-perform that

part of service causing dissatisfaction totally at his own expenses. Company's standard for performance shall be the one accepted by standard of the geophysical industry.

10.4 Company reserves the right before data acquisition to inspect and approve Contractor's equipment after it is completely assembled and ready for work. Company also reserves its right to inspect the Contractor's equipment at any time during operation. Any equipment found short/defective shall be arranged/replaced by the Contractor within shortest possible time but not greater than two weeks at his own cost, without disruption of the work assigned under the Contract. No extension will be granted in the time of Contract on these grounds. Any equipment found defective, unserviceable more than two times during the tenure of the Contract will be replaced by the Contractor forthwith at his own cost. The time for replacement will be no more than two weeks from date of the defect identified by the Company or the Contractor whichever is earlier. Company reserves the right to certifying the capabilities of personnel deployed by the Contractor and will submit in writing if the performance of any such personnel is not satisfactory. In such case the Contractor will arrange immediate replacement with no disruption to progress/quality of the Work.

10.5 The data acquisition under this contract will be in an area which is logistically difficult and geologically complex. In such circumstances, extra effort is necessary for QC of data. In view of this, field QC processing needs to be done during acquisition by an experienced processing geophysicist.

**10.6 BAD RECORDS:** A record having any one of the following will be considered as bad record:

- a) More than 5 dead channels per record. However, if there are more than 3 consecutive records having 5 or more dead channels in each, the same shall be reshot by the Contractor as per advice of company's representatives. Contractor shall put all his efforts to rectify the dead/ bad channels as early as possible. However, the Contractor shall start every day's operation with all good traces.
- b) If there are more than 20% of the records per loop are bad then the same shall be re-shot by the Contractor.
- c) Record with sync. error.
- d) Record with parity error.
- e) Record with appreciable cross feed, leakage and spread noise etc.

The Contractor will re-shoot the bad records at the advice of Company's representatives at site.

10.7 The Contractor will put all effort to take recovery for each skip shot at the nearest possible point. Any skip of shot which is not recovered & not certified by Company representative will be re-shot by the Contractor at its own cost. Position of shot, receiver and tolerance of S/N ratio software should be available at site. Company shall not consider the skipped shot (those not recovered) for payment.

**11.0 DATA / CARTRIDGE LIABILITY:**

11.1 Contractor shall be solely responsible for quality, loss or damage due to any reason including fire, theft etc. of any documents/cartridge and other important documents/floppies etc. pertaining to the Contract while in his custody or control. In the event of such loss, the Contractor shall be responsible to redress/ reshot the loss entirely at his own cost. However the decision on the modalities to reshot/ redress such losses shall be entirely at the discretion of Company. The Contractor shall use original, high quality, high durability, error free IBM 3592 & LTO4 cartridges with zero write-skip error, zero read error and zero write error.

Each and every cartridge is to be 100% tested to ensure error free performance at specified high recording density. The Contractor is free to keep an extra set of data recorded at its cost and disposal till the data is received at Company's selected site. However, such duplicate data must be damaged/erased with consent and in presence of Company representative. At no point of time/or condition the Contractor shall be allowed to take/keep the duplicate data with them or pass it to any other third party.

**12.0 REPORTS AND SCHEDULE OF PERFORMANCE:**

12.1 Contractor shall submit a detailed report on selection of the field parameters within seven (7) days after completing experimental work. Contractor shall submit to Company a weekly report on data quality of the job undertaken during the week.

12.2 Contractor shall maintain his equipment in perfect working order and carryout requisite tests as per the equipment manual and submit following report to Company:

- i) Daily equipment test report
- ii) Weekly test reports
- iii) Monthly test reports

12.3 The Contractor shall have the facility to process, generate and provide performance report of the equipment at site. Contractor will provide monthly performance tests in cartridges for QC to be processed at Company's Processing center using ProMAX 2002/3 Software (M/s Landmark). If, Company is not satisfied with the reports submitted and performance of the instruments, the Contractor shall suspend the operations and fix the performance of the equipment till the Company representative is fully satisfied with the performance of the equipment.

12.4 Contractor shall submit:

- i) Daily report consisting of:
  - Daily survey progress ;
  - Drilling report including loading depth and uphole time;
  - Recording progress with correspondence to preplan model;
  - Uphole survey report, static model with interpretation;
  - Quality Control reports;
  - Explosive consumption/stock report;
  - Recommendations, if any.
- ii) Weekly report consisting of :
  - Weekly progress of survey & recording;
  - Uphole survey report with interpretation;
  - Quality Control reports including Brute Stacks generated;
  - Explosive consumption/stock report;
  - Summary of data transmittal to Company;
  - Summary of Health, Safety & Environment incidents;
  - Recommendations, if any
- iii) Monthly report consisting of:
  - Monthly progress of survey (with line sketch) & recording;
  - Uphole survey report with interpretation;
  - Quality Control reports and seismologist report;
  - Brute Stack section with used parameters;
  - Number of permanent reference points/pillars fixed with detail coordinate, sketch with cultural information;
  - Explosive consumption/stock report;

- Summary of data transmittal to Company;
- Summary of Health, Safety & Environment incidents;
- List of visitors;
- List of personnel, equipment;
- Recommendations, if any.

12.5 Contractor will submit /deliver the three (3) sets of recorded data alongwith all the relevant data to the authorized Company's representative at Duliajan within 10 days of completion/termination of recording of the lines:

- Seismic data cartridges of each lines with source signature for wavelet correction with proper phase & amplitude correction in case of mixed sources and receivers along with the model correspondence;
- Observer's reports with shot-receiver geometry, hole depth, uphole times, ITB/misfires, skip-recovery, edits, recording parameter, direction of shooting;
- Model based Statics information on CD's/DVD's with hard copies in user defined ASCII format;
- Brute stacks at regular interval;
- Survey data in UKOOA, ASCII format on cartridges and hard copy.
- One copy of data set to be submitted in external hard disk.

12.6 Contractor shall submit a final report covering the entire operation within twenty (20) days of the completion of work which must include:

- Review of geophysical objectives & success of the project in meeting the objectives including the data quality;
- Detail information on Mob, Demob. of equipment & personnel;
- Field experiment procedure and results;
- Sample field record, uphole plot, interpretation of uphole data and processed section (Brute Stacks),
- Map showing location of uphole survey;
- Elevation, weathering thickness & Topography map;
- Note on data quality;
- Operational summary including total survey, explosive consumption, logistics etc.
- Recommendations.
- Final Maps (both digital and hard copy) in three different scales (1:50,000, 1:100,000 & 1:250,000)
- Final report along with all the data must be submitted in external hard disk (two copies).

### **13.0 GEO-CHEMICAL SAMPLE COLLECTION:**

13.1 Contractor shall carry out sample collection for geochemical studies along the seismic profiles as per the requirement of the Company. Contractor shall collect **1000** Nos. of soil samples from the area of operation in a professional and scientific manner for geochemical studies and submit the collected samples at no extra cost to the Company.

13.2 The soil samples should be collected from dry holes at a depth of approx.2m at an interval as advised by the Company representative.

- 13.3 From every hole, 2 numbers of around 250 gm each of soil samples at depth of 1m & 2m will have to be collected. The soil samples would have to be wrapped in aluminum foil and packed in a polythene bags to be put inside cloth bags so that moisture in samples is retained. Supervising company geophysicist at site will demonstrate the collection of the soil location details on the sample bag. The sample bags so collected will be handed over by the Contractor to Company representative at site regularly.
- 13.4 Some of the proposed sample collecting stations are likely to fall in forest zones. In such instances after checking with company supervising geophysicist at site, alternately, collection of samples may be carried out depending on feasibility.

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## **PART-3**

### **SECTION-III**

#### **SPECIAL TERMS AND CONDITIONS**

1.0 **ASSOCIATION OF COMPANY'S PERSONNEL:**

1.1 Company's geophysicists will be associated with the work throughout the operations. The Contractor shall execute the work of seismic data acquisition with professional competence and in an efficient and workman-like manner and provide Company with a standard of work customarily provided by reputed geophysical Contractors to major international oil companies in the petroleum industry.

1.2 The final field parameters will be decided with the prior approval of the Company's representatives after conducting the field tests and test processing. Contractor shall not change any parameters without prior approval of Company's representative.

2.0 **PROVISION OF PERSONNEL AND FACILITIES:**

2.1 The Contractor shall provide the key personnel as give in **Annexure-I (PART-2)**, for consultancy, quality control and data acquisition.

2.2 All the personnel mentioned in Annexure-I must have requisite experience in respective fields and should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company. The Contractor shall provide the Indian Staff at their own expenses.

2.3 The Contractor shall be responsible for, and shall provide for all requirements of his personnel and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.

2.4 Bidder shall furnish the list of equipment with type, make, year of manufacture with supporting documents along with their offer.

3.0 **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 & Abolition) Act, 1970.

3.1 **SAFETY:** Contractor shall follow all safety norms as prevalent in the geophysical industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and maintain fire-fighting in sound condition at all times.

3.2 Contractor shall provide the Personal Protective Equipment (PPE) to OIL's representatives who will be associated during the survey operations

3.3 Contractor shall have minimum one (01) no. of HSE expert continuously in the field / camp.

- 3.4 **PROTECTION OF ENVIRONMENT:** In performance of the Contract, the Contractor shall conduct its Petroleum Operations with due regard to concerns with respect to protection of the environment and conservation of natural resources and shall in particular;
- a) employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of Environment Damage in conducting its Petroleum Operations;
  - b) take necessary and adequate steps to;
    - i) prevent Environmental Damage and, where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof on property and people;
    - ii) ensure adequate compensation for injury to persons or damage to property caused by the effect of Petroleum Operations; and
  - c) Comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.
- 4.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company 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 termination of the Contract.
- 5.0 **OBLIGATION OF THE CONTRACTOR:**
- 5.1 Contractor at their cost shall arrange the clearance of all equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.
  - 5.2 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense.
  - 5.3 Contractor shall arrange at their own cost all consumables & spares including papers, photographic materials, magnetic tapes/cartridges, and other consumables and spares needed for the work and shall carry sufficient stocks of these for uninterrupted operation. Contractor shall use cartridges tested for zero error.
  - 5.4 Contractor shall maintain proper account of the consumption of explosives and detonators and shall submit daily, weekly and monthly consumption/ stock statements to the Company.
  - 5.5 All the field tapes of experimental data will be provided to Company at no extra cost.
  - 5.6 Contractor shall arrange both lodging and boarding facilities for 3 (three) Company Geophysicists/ Representatives at each camp site. The camp facilities to the Company's representatives shall be at par with senior expatriate staff.
  - 5.7 Contractor shall arrange two vehicles exclusively for use of Company representatives with driver, fuel, maintenance, repairs, etc. at their own cost.
  - 5.8 Contractor shall ensure minimum 8 working hours work on each working day excluding travel time.

- 5.9 Contractor shall keep their equipment in good working order and shall begin the survey with adequate supply of spares for the equipment.
- 5.10 The Contractor shall arrange drinking water and its transportation to camp/site at their own cost.
- 5.11 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.
- 5.12 Any other works required for efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligations of the Company defined below.
- 5.13 The Contractor should use latest software packages and shall incorporate the up gradation of these software immediately.
- 5.14 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
- 5.15 The Contractor's expatriate and technical personnel must have thorough knowledge of English.
- 5.16 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any Contractor's Personnel with 24 hours notice.
- 5.17 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.
- 5.18 All claims for the loss or damage to standing crops, land or property, resulting directly from operations under the Contract will be borne and paid by the Contractor to the affected parties. Company will not assume any responsibility in this regard. All such claims/dues are to be handled directly by the Contractor. Contractor must submit an undertaking to Company, alongwith its final bill/invoice, certifying that all land/crop compensation matters have been settled by them in entirety.
- 5.19 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck. The truck should be capable of moving in difficult terrains.
- 5.20 SECURITY:** Proper and adequate Security in the camps/explosive magazine sites and also during field operation shall be arranged by the Contractor at its own cost.
- 5.21 Accommodation, transportation to field site/camps and other necessary camp amenities, wages/salaries etc. for the security personnel deployed by Contractor for its camps/explosives magazine sites etc. shall be the sole responsibility of the Contractor. Company shall not be liable for any breach thereof and will not assume any responsibility in this regard whatsoever.

**5.22 EXPLOSIVES AND DETONATORS:** Contractor shall arrange at its own cost necessary quantity of explosives and detonators as per industry law and practices. It will therefore be obligatory on the part of the Contractor to arrange at its own cost the necessary permit(s) to store and transport explosives and detonators required for execution of this contract. Contractor shall be responsible for handling, loading and blasting of shots in shot holes by engaging authorized licensed personnel and for maintaining records of consumption and stock of explosives and detonators on day to day basis.

**6.0 OBLIGATIONS OF COMPANY:**

6.1 Company shall be responsible for Petroleum Exploration License (PEL) for carrying out survey. Administrative help will be provided by Company for radio frequency clearance and permits for the expatriates required for the operations. However, the Contractor shall make available the required details of the expatriates, for their permits, well in time.

6.2 Company shall organize all possible help from local Government/ Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.

6.6 **CUSTOMS DUTY:** *The Services under this Contract shall be carried out in NELP Block and therefore, imports under the Contract are presently exempted from customs duty.* Company shall provide recommendatory letters 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 15-20 working days notice) for arranging Recommendatory Letter provided all the documents submitted by the Contractor are in order. However, securing EC from DGH in time shall rest on the Contractor.

6.6.1 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 mobilization 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 entry, the Contractor must consult the Company to avoid payment of excess customs duty.

6.6.2 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.

- 6.7 The Company shall provide, if required, all necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend all assistance and necessary help to the Contractor. The Contractor will give the Company forty five (45) days advance intimation for providing Import License, if any, provided all the documents submitted by the Contractor are in order.
- 7.0 COMPLETION OF DEMOBILIZATION:** Demobilization shall be completed by Contractor within 30 days of expiry/termination of the contract. 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, which were consumed during the course of job execution under the contract. 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 clearance in India, then Contractor shall be fully liable for payment of the custom duty.
- 8.0 PENALTY FOR DEFAULT IN TIMELY COMPLETION:** Time is the of-essence of this Contract. In the event of Contractor's default in timely completion of total volume of work (data acquisition) within the stipulated period of three (3) **operating months** from the date of commencement, penalty @25% (twenty five percent) will be levied for the remaining quantity of data acquisition carried out within one (01) month beyond such stipulated period as mentioned in clause 4.0 of Section-II of PART-3.
- 9.0 VOLUME OF WORK:** The survey is intended to cover approx. 154 Sq. Km area (about 2100 shots along the identified loops) in NELP-VI Block (MZ-ONN-2004/1) in the state of Mizoram in India. However, OIL reserves the right to increase/decrease the contractual volume/coverage area. In case, Company, at its option, decides to cover further areas within the block based on the outcome of the initial survey or in other operational areas of Company in India with similar terrain, it will be obligatory on the part of the Contractor to carry out such additional data acquisition work at same rates, terms & conditions. However, such additional work volume will not exceed the original quantity of 2100 Shots (154 Sq. Km).
- 10.0 COMPENSATION FOR DAMAGE OF CROPS/PROPERTIES :** Contractor shall pay compensation against all claims for the loss or damage to standing crops (if any), life/land/property etc. resulting from operations under this contract. Payment of claims for such loss/damage resulting from negligent operations by Contractor's personnel, if any, will also be on Contractor's account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Contractor. After completion of 3D data acquisition, Contractor must furnish an undertaking to Company that they have already paid all claims related to standing crop/land/property damages etc. to the claimants/owners appropriately and no compensation/due is pending for settlement. Contractor will also furnish undertaking to address any compliant/grievance received by Company within one year of completion of the survey. Contractor must comply with all local, state and central government guidelines for the payment of the compensation, if any.

## **PART-3**

### **SECTION - IV**

#### **SCHEDULE OF RATES**

The rates and charges as per the Proforma-B shall be applicable to this Contract.

#### **DESCRIPTION OF CHARGES:**

##### **1.0 MOBILIZATION & DEMOBILISATION CHARGES:**

##### **(a) MOBILISATION CHARGES:**

- (i) Mobilization charges shall be quoted on lump sum basis for mobilisation of all equipment, tool & other resources of Contractor including infrastructural support for camp etc. upto the designated field site at Mizoram, India alongwith all operating crew to perform the work orderly under this contract. Onetime payment for mobilisation charges will be made by Company at the beginning upon completion of mobilisation as to be certified by the Company Representative.
- (ii) Mobilization charges should cover all local and foreign costs to be incurred by the Contractor to mobilize their entire resources at the field site in Mizoram and shall also include all local taxes & levies (including State Entry Tax), port fees, transportation/freight & insurance etc., but excluding Customs Duty (NIL rate against EC, since the requirement is for NELP Block) on the items declared in **Proforma – A** (ref. PART-4).
- (iii) Company will issue Recommendatory Letters on the basis of documents to be provided by the Contractor for import of items, if envisaged in **Proforma-A**, for Contractor to obtain necessary Essentiality Certificates from the Directorate General of Hydrocarbon (DGH), India to avail nil/concessional Customs Duty. However, responsibility for securing EC and payment of port rent, demurrage etc. and clearance of goods through Indian Customs authority will exclusively rest on the Contractor.
- (iv) Mobilization shall be deemed to be completed when all equipment are fully tested, calibrated and put into operation and necessary experimental work conducted as specified in scope of work and first regular production shot is taken and accepted by the Company.
- (v) “Mobilization Charges” should be restricted to maximum 10 % (ten percent) of the total quoted contract value, which the bidder should note while quoting the mob & demob charges. In case, Mobilisation Charges is quoted in excess of 10% (ten percent) of total evaluated contract cost, the amount calculated in excess of 10% shall be paid to the Contractor at the end of the project after completion of all contractual obligations of the Contractor together with demobilization charges.

**(b) DEMOBILISATION CHARGES:**

- (i) The demobilization charge (if quoted any) should be a lump sum amount, which will include all charge for demobilization of equipment with all supporting provisions from the camp where the survey concludes. The Company shall pay Contractor demobilization charges only in the instance the Contract is terminated by Company before the expiry of the stipulated term or upon the natural conclusion of the Contract subject to following conditions:
- (ii) The Contractor shall re-export all equipment, spares and consumable brought into India, except those which have been consumed, within 30 days of effective date of demobilization.
- (iii) The Contractor shall leave all camp sites and establishment in the operational area free of debris and restored to original condition.
- (iv) The Contractor shall make all necessary arrangements to pay port fees, clearance, demurrage etc. directly in relation to the re-export.
- (v) The Contractor shall produce the following documents along with the invoice for demobilization to the satisfaction of the Company of having cleared all their liabilities towards any Government duties & levies and re-exported the equipment:
  - Packing list furnished to shipper;
  - Bill of landing and other related documents towards re-export ;
  - Tax clearance certificate from Income Tax Department regarding clearance of dues toward Contractor's tax liabilities, their sub-Contractor tax liabilities and towards tax liabilities of their expatriate persons or the other employees.
- (vi) The Contractor shall raise invoice for demobilization charges only after the re-export of the last equipment. The Company shall have right to deduct the following from Contractor's demobilization charges or any other invoice(s), if applicable:
  - Loss of duty drawback due to delay in demobilization/re-export beyond the time stipulated hereof from the date of notice of termination.
  - Loss of duty drawback due to sale or transfer of imported equipment spares etc. to third party or to any other operations within India.

**2.0 OPERATING CHARGES PER SHOT:**

- (i) The Operating Charges shall be payable to Contractor on lumpsum per shot basis for the number of **Good Shots** taken along the seisloop as to be accepted and certified by Company representative. A good shot is that where all the channels are alive, free of noise, free of leakage/cross feed/reverse polarity and recorded with correct layout. No payment whatsoever will be made by Company towards the **Bad Shots/Records** as defined in Clause No. 10.6 under Section-II, PART-3 (scope of work/terms of reference/technical specifications).

- (ii) Operating charges should include all the charges for the equipment/ accessories, reports/ maps/records generation & submission, cost of fuel, spares, preventive maintenance, consumable, to and fro transportation, repair/maintenance of support infrastructure, medical of personnel, hire of any support infrastructure, all line survey, fixing of crossing pillars/bench marks, line laying & maintenance, shot-hole drilling, shot hole casing, shot hole drilling fluids/chemicals/mud additives, explosive loading & blasting, field, base & other operation related management/ maintenance, survey pegs, paints, damages caused to crops/life & properties in operational area, filling of drilled holes/created craters etc. and other day to day operational requirement not specified hereof.

**3.0 CHARGES FOR UPHOLE SURVEY:** Lumpsum Charges will be paid for every uphole drilled, minimum upto a depth of **60 mtrs.** The cost of data recording, all related stationery/media of recording, field set ups and data analysis for each uphole must be included therein. Contractor has to quote for each up-hole points separately. All up-holes have to be completed alongwith the production shooting of 2100 shots.

**4.0 CHARGES FOR EXPERIMENTAL WORK:** The rate for experimental work (with all liabilities as applicable to that of production shooting days) of data acquisition Crew per day of 10 working hours, excluding travel time. If the experimental work is done on a part of the day, payment will be made on pro-rata to the nearest full hour basis as to be certified by the Company's representative.

**5.0 STANDBY CHARGES:** The standby charge shall be applicable only after the start of production shooting/actual data acquisition, provided the Contractor is unable to carry out the operation only on receipt of instructions from Company on account of the following reasons or otherwise:

- i) lack of instruction, maps & plans from Company
- ii) Non-compliance in providing required documents for permits, licenses etc. by Company.
- iii) Any other non-fulfillment of Company's obligations as stipulated herein.

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

**6.0 RATE DURING FORCE MAJEURE:** This rate will be applicable during Force Majeure condition of the contract and payable on per day of 24 hours basis upto a maximum of 10 (ten) consecutive days. Payment will also be made on pro-rata per hour basis for part of a day, if any. Force majeure conditions are defined in para 11.0 of Section-I of PART-3 (General Terms and Conditions).

**7.0 NIL DAY RATE:** In the event of suspension of operations due to malfunctioning/ failure of equipment or due to non-availability of Contractor's designated personnel or any other reason (except for force majeure situation) which is not attributable to Company, no day rate shall be payable to the Contractor till such situation is remedied and normal operation is resumed.

**GENERAL NOTES:**

- a) Bidders should indicate name and address of their Indian agent, if any, and should also specify the percentage of commission if involved. Such agency commission should be included in the quoted rates. In case no Indian agent commission is involved then the same should be shown as "NIL".



- b) Bidder should submit the list of items with CIF value to be imported into India in connection with execution of this contract as per **Proforma-A**.
- c) From the Proforma-A, bidder should identify the items of re-exportable in nature (i.e. items which will not be consumed during the execution of the contract and required to be exported out side India after completion of the contract). Total CIF value of such items should be shown in the “PRICE BID FORMAT” as CIF (RE-EX).
- d) Similarly from the Proforma-A, bidder should identify the items of consumable in nature (i.e. items which will be consumed during the execution of the contract). Total CIF value of such items should be shown in the “PRICE BID FORMAT” as CIF (CONSUMABLES).
- e) In case the Contractor fails to complete the total **2100 shots** of survey volume within three (3) operating months the Contractor has to complete the remaining work as per **clause 4.0 of Section-II of PART-3** of this tender.

**END OF PART-3**

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

**PART-4****PROFORMA-A**

e-Tender No.: CNG4785L15

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

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

(1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

(3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorized Person's Signature: \_\_\_\_\_

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

Seal of the Bidder:

**PART-4****PROFORMA-B****PRICE BID FORMAT****e-Tender No.: CNG4785L15****RATES TO BE QUOTED BY THE BIDDERS****Currency: .....**  
**(Please specify)**

Srl No.	Services	Unit	Quantity	Unit Rate (Currency)	Total Amount (Currency)
1	Mobilisation Charges	Lump sum	1	a	<b>A = a X 1</b>
2	Operating Charges	Per Shot	2100	b	<b>B = b X 2100</b>
3	Charges for Uphole Survey	Per Uphole	150	c	<b>C = c X 150</b>
4	Charges for Experimental Shooting	Per Day	10	d	<b>D = d X 10</b>
5	Standby Charges	Per Day	10	e	<b>E = e X 10</b>
6	Force Majeure Rate	Per Day	10	f	<b>F = f X 10</b>
7	Demobilisation Charges	Lump sum	1	g	<b>G = g X 1</b>
<b>TOTAL EVALUATED VALUE (T) = (A + B + C + D + E + F + G) :</b> (Sum total of all above)					

**GENERAL NOTES :**

- 1.0 The items referred above are to be read in conjunction with “**Schedule of Rates**” vide Section-IV of PART-3.
- 2.0 The Bid in which the rate for any of the above services is not quoted shall be rejected. However, if no charge is involved for any of the above work, ‘**NIL**’ should be mentioned against such services.
- 3.0 Mobilization charges shall not be quoted more than ten percent (10%) of the total evaluated value of the contract. However, if the same is quoted in excess of 10% of the total estimated contract value, the excess amount shall be paid at the end of the project after completion of all contractual obligations by the Contractor alongwith the demobilization charges, if payable any.

- 4.0 The bidders are to quote rates as above inclusive of all liabilities, **except** the Service Tax and Customs Duties, which will be extra to company account.
- 4.1 Service Tax as applicable will be extra to OIL's account. However, Liability of payment of Service Tax in case of Indian Bidder will rest on the Contractor while in case of foreign bidder not having any office in India, it will be Company's liability to pay the applicable amount to the competent authorities.
- 4.2 Customs Duty on import for execution of this contract will be **NIL**, as the intended activities are planned to be carried out in OIL's eligible area (NELP Block) in Mizoram (India).

**Note:** Bidders offering to bring equipment/stores/materials in to India on re-exportable basis for execution of this contract shall have to re-export the same after completion of the assignment. The bidder will be fully responsible to pay the customs duty including penalty, if any, in case any such item is taken by them to area where customs duty is applicable on merit or not re-exported out in due course.

- 5.0 The number of days and other parameters assumed above are only for the Bid evaluation purpose as assessed by Company. It is, however, to be clearly understood that payment will be made to the Contractor on the basis of actual number of days/parameters for which the equipment and crew are utilised during the currency of the Contract for job execution. Pro-rata calculation of day rates/charges up to (minimum) nearest half hour basis will be considered for payment purpose.

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

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

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

### Seal of the Bidder:

&&&&&&&&&&

**PART-4**

**PROFORMA-C**

**BID FORM**

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

**Sub: TENDER NO. CNG4785L15**

*Gentlemen,*

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 7.5% of Contract Value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid 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.

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

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

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

**Seal of the Bidder:**

**PART-4**

**PROFORMA-D**

**TENDER NO. : CNG4785L15**

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

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

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

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

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

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

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

**Seal of the Bidder:**

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

**PART-4**

**PROFORMA-E**

**FORM OF PERFORMANCE BANK GUARANTEE**

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

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

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

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

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

This guarantee is valid until the date \_\_\_\_\_ (calculated upto **7 months** after Contract completion date).

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date .....

Place \_\_\_\_\_

## **PART-4**

## **PROFORMA-F**

### **AGREEMENT FORM**

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

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

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

WHEREAS, Company had issued a firm Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's **Tender#CNG4785L15**. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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



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

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

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

## **PART-4**

## **PROFORMA-G**

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

To:

M/s. OIL INDIA LIMITED,  
NEF Project  
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s **Tender No.: CNG4785L15**. 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 \_\_\_\_\_ 2014.

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.

**PART-4**

**PROFORMA-H**

**PROFORMA LETTER OF AUTHORITY**

TO  
**GENERAL MANAGER (NEF)**  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's TENDER NO. CNG4784L15**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized 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,

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

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

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

**Seal of the Bidder:**

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

**FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY**  
**(TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORIZED)**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year by and between M/s \_\_\_\_\_ (Bidder's particular) \_\_\_\_\_ hereinafter referred to as bidder of the first part and M/s \_\_\_\_\_ (Parent Company's particulars) herein after referred to as "Parent Company" on the other part, whereas M/s Oil India Limited (herein referred to as OIL) has invited offers vide their tender no. \_\_\_\_\_ for \_\_\_\_\_ and whereas M/s \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have a financial and technical support of M/s \_\_\_\_\_ (Parent Company) and whereas parent company represents that they have gone through and understand 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 clarification etc. in this context.
2. M/s \_\_\_\_\_ (Parent Company) as a sub-contractor undertakes to provide financial, 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 and accepted by the bidder.

However, as a minimum, following services will be necessarily covered by the Parent Company:

- (i) \_\_\_\_\_
- (ii) \_\_\_\_\_

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 shall be jointly and severally responsible to OIL for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of  
(Bidder)  
M/s \_\_\_\_\_

For and on behalf of  
(Parent Company)  
M/s \_\_\_\_\_

Witness:

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |

**PARENT COMPANY GUARANTEE****DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at..... this..... day of 200.. by M/s..... (mention complete name) a company duly organized and existing under the laws of ..... (insert jurisdiction/country), having in Registered Office at..... herein after called “the Guarantor” which expression shall, unless **excluded** by the 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, Dist: Dibrugarh, Assam-786602, India** and having Corporate Office at **Plot No. 19, Sector 16-A, Noida – 201301, UP, India** hereinafter called “**Company**” which expression shall **unless** excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender no..... for ..... on.....

M/s..... (mention complete name), a company organized and existing under the laws of..... (insert jurisdiction/country), having its registered office at..... (give complete address) hereinafter called “the Contractor” which expression shall, unless executed by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, \*a wholly owned subsidiary of the Guarantor, have, in response to the above mentioned tender invited by the Company, submitted their Bid No..... to the Company with one of the condition that the Contractor shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change herein as may be deemed appropriate by the Company 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, financial and such other supports as may be required by the Contractor for successful execution of the same.

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

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

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Contractor of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Company, take-up the job without any demur or obligation, in continuation and without loss of time and without any cost to the Company and duly perform the obligations of the Contractor to the satisfaction of the Company. In case the guarantor also fails to discharge its obligations herein and complete the job satisfactorily, Company shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be cause to the Company for non-performance or unsatisfactorily performance by the Guarantor or the Contractor of any of their obligations.

2. The Guarantor agrees that the Guarantee herein contain shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Contractor.
3. The Guarantor shall be jointly with the Contractor as also severally responsible for satisfactory performance of the contract entered between the Contractor and the Company.
4. The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Contractor and the Company i.e. upto and in no event shall be Guarantor's liability hereunder, either in its capacity of Guarantor or as a Contractor should it perform the contract in the event of the Contractor's non-performance as per point 1 hereinabove, exceed that of the Contractor under the mutually agreed contract awarded to the Contractor. This will, however, be in addition to the forfeiture of the Performances Guarantees furnished by the Contractor.
5. The Guarantor represents that the 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 government 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 from any person 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 law or any judgment.

For & on behalf on (Parent Company)

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

Witness:

1.

2.

\*strikeout, if not applicable

## **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 3D Data Acquisition through Seisloop Survey of approx. 2100 shots covering an area of 154 Sq. Km in the NELP-VI block (MZ-ONN-2004/1) in Aizawl district of Mizoram, India. 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. Noida.
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. DULIAJAN.

Date .....

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#### **NAME OF INDEPENDENT EXTERNAL MONITORS:**

- (a) Shri N. Gopalaswami, IAS (Retd.).  
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).  
E-mail: gopalaswamin@gmail.com
- (b) Shri Ramesh Chandra Agarwal, IPS.  
Phone: +91-9810787089, 91-1122752749.  
E-mail: rcagarwal@rediffmail.com

#### **END OF PART-4**

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