



NEF PROJECT

P.O. - Duliajan, Pin -786 602

DIST.- DIBRUGARH, ASSAM, INDIA

E-mail: nef@oilindia.in

TEL: (91) 374-2807461/62

e-Tender No. : CNG0244L16

1.0 This Tender for Hiring Services of 3D Seismic Data Acquisition of 396 Sq. Km from NELP-IX Block: AA-ONN-2010/2 in Karbi-Anglong District of ASSAM has been primarily addressed to the following short-listed parties.

- (i) M/s. Geotech Seismic Services PJSC, Russia
- (ii) M/s. Geokinetics Singapore Pte. Ltd., Singapore
- (iii) M/s. Terrasesi, Anguilla
- (iv) M/s. Dana Geophysics Kish Company, Iran
- (v) M/s. Alphageo (India) Ltd., Hyderabad
- (vi) M/s. Geo Energi Group, Kazakhstan
- (vii) M/s. Asian Oilfield Services Ltd., Gurgaon
- (viii) M/s. Advent Oilfield Services Pvt. Ltd., Gurgaon

2.0 However, other interested Vendors/Service Providers who meet the “Qualifying Criteria” as mentioned in PART-2 of the detailed Tender Document may also apply for issue of USER-ID & PASSWORD expressing their interest to participate against this tender. Such applications must reach the office of General Manager (NEF) at Duliajan **on or before 25th February, 2016** together with all documentary evidences conclusively establishing their qualification in terms of BEC/BRC stipulations. The application must be complete in all respect and the same must accompany all the requisite documents as indicated in PART-2 herein i.e., Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC), except the bid security (which shall be submitted while bidding, if qualified), failing which the application shall be liable for rejection by Company and the party will not be permitted to participate against the Tender. Application without/insufficient documentary evidences to conclusively establish the Applicant’s eligibility in terms of Bid Rejection Criteria shall be rejected. Therefore, it is the sole responsibility of such prospective Bidders to submit complete applications alongwith the requisite **documents as per PART-2** in one-go only, as no clarifications will be sought/entertained by Company in this regard.

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DIST.- DIBRUGARH, ASSAM,

INDIAE-mail: [nef@oilindia.in](mailto:nef@oilindia.in)

TEL: (91) 374-2807461/62

FAX: (91) 374-2801799

**COVERING LETTER**

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

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**Sub: E-Tender No. CNG0244L16 for Acquisition of 396 SQ. KM of 3D Seismic Data from NELP-IX Block: AA-ONN-2010/2 in Karbi-Anglong District of ASSAM.**

**Sir,**

- 1.0** OIL INDIA LIMITED (OIL), a Government of India Enterprise under the Ministry of Petroleum and Natural Gas, is a premier up-stream Oil Company engaged in the business of Exploration, Production & Transportation of Crude Oil & Natural Gas as well as production of LPG, having its Headquarter at Duliajan, Assam in India. Its operations are largely based in the north-eastern parts of India particularly in Mizoram, Assam and Arunachal Pradesh, but have also extended its activities in different parts of India and abroad. Company's Headquarter at Duliajan is well connected by Rail and Air with nearest domestic Airport at Dibrugarh, which is 45 km away from Duliajan and nearest international Airport at Kolkata.
- 2.0** In connection with its petroleum exploration activities in NELP-IX Block: AA-ONN-2010/2 in the district of Karbi-Anglong in ASSAM (India), OIL's NEF Project, Duliajan invites ONLINE International Competitive Bids (ICB) through its e-Procurement Portal: <https://etender.srm.oilindia.in/irj/portal> under **Single Stage Two Bid System** from competent and eligible Service Providers/ Contractors for 3D Seismic Data Acquisition Services, who have already been short-listed by Company against invitation of Expression of Interests (EOI).
- 3.0** One complete set of bid documents for hiring of above services is being forwarded herewith. You are invited to upload 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)   | IFB No./E-Tender No. | : CNG0244L16 dated 15.02.2016        |
| (ii)  | Type of Bidding      | : Online-Single Stage-Two Bid System |
| (iii) | Tender Fee           | : Not applicable                     |

|        |                                                                  |                                                                                                                                                                                      |
|--------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (iv)   | Bid Closing Date & Time                                          | : 15 <sup>th</sup> March, 2016 (11:00 HRS IST)                                                                                                                                       |
| (v)    | Technical Bid Opening Date & Time                                | : 15 <sup>th</sup> March, 2016 (11:00 HRS IST)                                                                                                                                       |
| (vi)   | Price Bid Opening Date & Time                                    | : Will be intimated only to the eligible/qualified Bidders nearer the time.                                                                                                          |
| (vii)  | Bids to be addressed to                                          | : Bids must be uploaded online in OIL's E-procurement portal addressing to:<br><br>General Manager (NEF)<br>NEF Project, Oil India Limited,<br>P.O.- Duliajan -786602, Assam, India. |
| (viii) | Bid Opening Place                                                | : Office of the G M (NEF)<br>NEF Project, Oil India Limited,<br>Duliajan -786602, Assam, India.                                                                                      |
| (ix)   | Bid Security Amount                                              | : US \$ 2,15,000.00<br><b>OR</b><br>INR 1,42,00,000.00                                                                                                                               |
| (x)    | Amount of Performance Security                                   | : 7.5% of the estimated one year Contract Cost.                                                                                                                                      |
| (xi)   | Duration of the Contract                                         | : Eighteen (18) Operating Months, excluding mobilisation period of three (3) months from LOA.                                                                                        |
| (xii)  | Quantum of Liquidated Damages for default in timely Mobilisation | : 0.5% of total evaluated 1 <sup>st</sup> year contract value per week delay or part thereof, subject to maximum of 7.5%.                                                            |
| (xiii) | Original Bid Security to be submitted in hard copy to            | : General Manager (NEF)<br>NEF Project, Oil India Limited,<br>P.O.- Duliajan -786602, Assam, India.                                                                                  |
| (xiv)  | Integrity Pact                                                   | : Must be digitally signed & uploaded alongwith the Technical Bid.                                                                                                                   |

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

- 4.1 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.

- 4.2 This Tender has been restricted to limited parties only who have been short-listed by Company through Expression of Interests (EOIs). However, other interested Vendors/Service Providers who meet the “Qualifying Criteria” as mentioned in PART-2 of the detailed Tender Document may also apply for issue of USER-ID & PASSWORD expressing their interest to participate against this tender. Such applications must reach the office of General Manager (NEF) at Duliajan **on or before 25<sup>th</sup> February, 2016** together with all documentary evidences conclusively establishing their qualification in terms of BEC/BRC stipulations. The application must be complete in all respect and the same must accompany all the requisite documents as called for vide PART-2 herein i.e., Bid Rejection Criteria (BRC)/ Bid Evaluation Criteria (BEC), except the bid security (which shall be submitted while bidding, if qualified), failing which the application shall be considered as rejected and the party will not be permitted to participate against the Tender.
- 4.3 Late/incomplete applications shall not be entertained under any circumstance. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents as called for in PART-2 of this Tender Document shall be the sole responsibility of the Applicant.
- 4.4 Tender Document will not be issued by Company in physical form. The interested Bidders, who are not short-listed earlier through EOI, should submit their applications together with relevant documents to establish their credential in terms of BRC (PART-2 of Tender) as mentioned in para 4.0 above, to the General Manager (NEF), NEF PROJECT, OIL INDIA LIMITED, DULIAJAN – 786602, ASSAM, INDIA showing full address (clearly indicating their e-mail ID), between 15<sup>th</sup> February, **2016 and 25<sup>th</sup> February, 2016** during office hours only. On receipt of application & requisite documentary evidences as above, **USER-ID** and initial **PASSWORD** shall be communicated to the bidder (through e-mail), if found acceptable, and will be allowed to participate in the tender through OIL’s e-Procurement portal alongwith the vendors/bidders already short-listed earlier by Company.
- 4.5 Tender Document will not be issued by Company in physical form (hard copy). The prospective Bidders who are already short-listed against OIL’s global EOI Notice No. OIL/NEF/GLOBAL/EOI/027/2015 have been intimated per e-mail and provided with a soft copy of the Tender Document. Only those short-listed Bidders are now requested to upload their most competitive Bids (Techno-commercial Bid as well as Priced Bid) on-line under single stage two bid system through OIL’s e-Tendering Portal using their existing USER-ID & PASSWORD within the **bid closing date and time** as mentioned above. Other prospective vendors, if applied within 25<sup>th</sup> February, 2016 and found acceptable against their Applications, shall be intimated separately.
- 4.6 The detailed guidelines are available in OIL’s e-procurement site (Help Documentation). For any clarification with respect to uploading of Bid or system related problems, bidders may contact the following officials of OIL.
- (a) Mr. A. J. Sarmah, Chief Manager (ERP-MM) at arupsarmah@oilindia.in or phone: 09954486025 (mob).
- (b) Mr. Balen Bharali, Dt. Manager (ERP-MM) at balen\_bharali@oilindia.in or phone No. 09883687738 (mob).
- 4.7 For any clarification with respect to the terms of Tender including Scope of Works etc., Bidders may contract unjena@oilindia.in or anborthakur@oilindia.in.

## **5.0 IMPORTANT NOTES:**

- 5.1 Bidders, upon receipt of necessary USER-ID & PASSWORD, shall be required to upload their most competitive Bids (Technical Bid as well as Priced Bid) on-line under single stage two bid system through OIL's e-Tendering Portal upto **11:00 hrs (IST)**(Server Time) on the **bid closing date** as mentioned above. However, OIL's regular Contractors/Vendors, who are already in possession of USER-ID & PASSWORD and received formal intimation against this tender, can upload their Bids using their existing USER-ID & PASSWORD. The Techno-commercial Bids shall be opened on the scheduled date of Bid opening at **14:00 hrs (IST)** in the Office of General Manager (NEF), NEF Project, Oil India Ltd, Duliajan, Assam-786602, 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.
- 5.2 However, if the above mentioned bid closing/opening date of the tender happens to be an unscheduled holiday or non-working day due to Bandh/ Strike etc. at Duliajan or for any other reason, the bids shall be received upto 11:00 hrs. (IST) of the following full working day and shall be opened at 14:00 hrs. (IST) on that day.
- 5.3 Bids in the form of physical documents shall not be accepted. The bid alongwith other supporting documents as called for must be uploaded online through OIL's e-procurement portal, except the following documents, which shall be submitted in physical form (hard copy) in sealed envelope addressing to General Manager (NEF), NEF Project, Oil India Ltd, Duliajan-786602, Assam, India. The envelope should be duly super-scribed with OIL's Tender No. & Bid Closing Date and marked as "Original Bid Security".
- (a) Original Bid Security
  - (b) Printed catalogue/literature as applicable to the tender.
  - (c) Power of attorney for signing the Bid
  - (d) Any other document required to be submitted in original as per tender stipulations.

**Note: The envelope containing above documents including the original Bid Security must reach General Manager (NEF) at above address on or before 14:00 hrs. (IST) on the scheduled Bid Closing Date, failing which the bid shall be rejected. A scanned copy of Bid Security may also be uploaded alongwith the Technical bid in OIL's e-portal.**

- 5.4 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 cost/price/rates etc. must be quoted strictly as per the Price Bid Format provided herein and should be uploaded as Attachment option under "**Notes & Attachments**" tab.
- 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 preparation and submission of their bids. Oil India Limited, hereinafter referred to as “Company”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Bidders are advised to have a thorough reconnaissance of the area, 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.
- 1.2 Tender Documents are non-transferable. Bid can be submitted only in the name of the bidder to whom the tender document has been issued by Company pursuant to short-listing against OIL’s EOI Notice No. OIL/NEF/GLOBAL/EOI 027/2015 and subsequent applications/qualification, if any. Unsolicited bids shall not be considered and will be rejected straightway.

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

- 2.0 The services required, bidding procedures and contract terms are prescribed in this Bidding Document.
- 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 this Bidding Document or submission of a bid not substantially responsive to the Bidding Documents in all respect will be at the Bidder's risk & responsibility and could 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, 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 Such Addendum, if any, shall be uploaded in OIL’s E-Tender Portal in the “Technical RFx Response” under the tab “Amendments to Tender Documents”. All prospective bidders, to whom the Tender Document is issued, shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time to take the Addendum into account for preparing their bid or for any other reason. Bidders shall check from time to time the E-Tender portal [“Technical RFx Response” under the tab “Amendments to Tender Documents”] for any amendments to the bid documents before submission of their bids.

#### **B. PREPARATION OF BID:**

- 4.0 **LANGUAGE OF BID:** 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 any printed literature/certificates that 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 BIDDER'S/AGENT'S NAME & ADDRESS:** Bidder must clearly indicate their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address in the Bid. Similar information should also be provided in respect of their authorised Agents in India, if any.

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

**(a) TECHNICAL BID:**

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 9.0 herein below.
- (iii) Bid Security furnished in accordance with Clause 10.0 herein below.
- (iv) Certificate of Compliance as per **PROFORMA-D** under PART-4, clearly indicating the exceptions/deviations, if taken any, otherwise "NIL".
- (v) List of Imported Items, if any, as per **PROFORMA-A** under PART-4 **without showing the rates/cost details/value** therein.
- (vi) Bid-Form as per **PROFORMA-C** under PART-4 **without indicating prices.**
- (vii) Price Bid format strictly as per **PROFORMA-B** under PART-4 **without indicating prices/rates/costs** therein.
- (i) Integrity Pact digitally signed by OIL's competent personnel as per **ANNEXURE-III** under PART-4. The same should be uploaded as part of Technical Bid and digitally signed by the bidder.

**(b) PRICED/COMMERCIAL BID:**

Bidder shall quote their prices and other commercial details as per the following formats furnished in this tender document and attach the same under the **"Notes & Attachments" Tab** while uploading their online Bid in OIL's E-procurement portal.

- (i) Bid Form as per **PROFORMA-C** under PART-4, **duly incorporating the value and other particulars.**
- (ii) Price-Bid as per **PROFORMA-B** under PART-4, **duly incorporating the rates, amount and total value etc.**
- (iii) List of Imported Items, if any, as per **PROFORMA-A** under PART-4, **duly incorporating the details in each column like estimated CIF value etc.**

**NOTE:** The Priced/Commercial Bid shall contain the prices alongwith the currency quoted and any other commercial information pertaining to the services offered. The Bid shall be rejected in case the rates/cost details are furnished in the Technical Bid.

## **7.0 BID PRICES:**

- 7.1 Prices must be quoted by the Bidder as per the "Price Bid Format" available in attachment form under "Notes & Attachment" Tab in OIL's E-Tender Portal against this tender. Unit Rates must be quoted by the bidders, both in words and in figures and the Price Bid is to be uploaded in attachment form. The Price Bid Format is furnished herein vide **PROFORMA-B** under PART-4.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and are not subject to variation on any account whatsoever.
- 7.3 **Except the applicable Service Tax and Customs Duty**, all other taxes, duties & levies including Corporate Tax, Personnel Tax, Excise Duty, Sales Tax, VAT, Entry Tax etc. arising out of this contract shall be payable by the Contractor and as such must be included in the rates, prices and Total Bid Price quoted by the bidder. Evaluation and comparison of bids shall be made accordingly. Applicable Service Tax shall be extra to OIL's account, while the Customs Duty shall be NIL as per prevailing Govt. policy with respect to NELP blocks.
- 7.4 **Customs Duty:** The services under this Contract shall be carried out in connection with petroleum exploration in NELP Block (AA-ONN-2010/2) and therefore, the items/equipment to be imported for execution of this Contract are exempted from payment of Customs Duty as per Government policy presently in vogue in line with Notification No. 12/2012-Customs dated 17.03.2012. OIL INDIA LIMITED shall issue Recommendatory Letters to the Contractor, if required, on submission of requisite import documents for obtaining necessary EC (Essentiality Certificates) from the DGH (Directorate General of Hydrocarbon), India for this purpose. However, securing EC, clearance of goods through Indian Customs authority and payment of port rent, demurrage etc. as applicable will exclusively rest on the Contractor. In case the existing Govt. policy of NIL rate of customs duty is subsequently changed during the currency of contract and thereby the Customs duty if become payable any, the same shall be reimbursed by Company to the Contractor against documentary evidence. No customs duty will therefore be considered for bid evaluation in this instance. Bidders should take note of the same while quoting.
- 7.5 **Service Tax:** The quoted prices/costs shall be exclusive of Service Tax. **Service Tax as applicable shall be extra to Company's account.** However, the liability for payment of the service tax to the appropriate authority in case of Indian bidders and/or overseas bidders having office establishment in India will lie on the Contractor.

## **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 bid 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.



## **9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

These are listed in BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC) in PART-2 of this Bid document. The Bidder must comply with the clauses in BEC/BRC, failing which their Bid will be rejected.

## **10.0 BID SECURITY:**

10.1 Pursuant to Clause 6.0 above, the Bidder shall furnish Bid Security for the amount as specified in the "Covering Letter" to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Sub-Clause 10.8 below.

10.2 The Bid Security shall be submitted in the name of the Bidder/lead Bidder, and shall be in one of the following form:

(a) A Bank Guarantee or irrevocable Letter of Credit in the prescribed format furnished herein vide **PROFORMA-E** under PART-4 or in another form acceptable to Company from any of the following Banks only:

- i) Any Nationalised / Scheduled Bank in India or
- ii) Any Indian branch of a Foreign Bank or
- iii) Any reputed foreign Bank having Correspondent Bank in India

(b) A cashier's cheque or demand draft drawn on 'Oil India Limited' and payable at Duliajan, Assam.

**Note:** The Bank Guarantee/LC issued towards bid security must be kept valid for thirty (30) days beyond the Bid validity. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

10.3 The **Original Bid Security** (in hard copy) as above must reach the office of Head-NEF, NEF Project, Oil India Ltd, Duliajan -786602, Assam, India on or before the scheduled time for bid opening, 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 General Manager (NEF) on or before 14:00 hrs. (IST) on the scheduled date of technical bid opening of the tender. However, Company shall not be responsible for any postal delay/transit loss. Timely delivery of the bid security shall be at Bidders' risk & responsibility.

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 Tender Number and description of work and addressed to:

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

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

10.4 Any bid not secured in accordance with Sub-Clauses 10.1 through 10.3 shall be rejected by the Company as non-responsive.

- 10.5 Unsuccessful Bidder's Bid Security shall be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.6 Successful Bidder's Bid Security shall be discharged upon signing the formal contract and furnishing performance security.
- 10.7 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.8 The Bid Security may be forfeited:
- (a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension).
  - (b) If a successful Bidder fails or refuses to:
    - i) Accept the LOA issued by Company within the period of bid validity and/or to sign the contract within reasonable time or as notified.
    - ii) Furnish Performance Security within agreed time schedule.
    - iii) Mobilize and/or to commence the assigned jobs within stipulated time frame.
- 10.9 In case any bidder withdraws its bid during the period of bid validity, the Bid Security shall be forfeited and the party may be debarred for two (2) years.
- 10.10 **EXEMPTION FROM SUBMISSION OF BID SECURITY:** Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC/SME (subject to furnishing proper evidence as per guidelines) are exempted from submitting Bid Security.

**11.0 PERIOD OF VALIDITY OF BIDS:**

- 11.1 Bids shall remain valid for 120 days after the date of technical 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. The bid Security pursuant to Clause 10.0 above shall also be suitably extended. A Bidder may refuse the request for extension without forfeiting its Bid Security. But the Bidders granting validity extension shall not be permitted to modify any other provision of their bid.

**C. SIGNING & SUBMISSION OF BID:**

**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 modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.0 herein 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 ink. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **PROFORMA-H** under PART-4) 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 may, without prejudice to any other right or remedy, cancel their Bid or Contract and hold the Bidder liable to the Company for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company 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 shall be liable for rejection.

### **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 and should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **No price should be given in the "Technical 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 along with the bidder's name and should be submitted to 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.
- iv) Printed catalogue and literature if called for in the bid document.

13.3 All the conditions of the contract to be made with the successful bidder are given in various Sections of this Bid Document. Bidders are requested to state their compliance to the clauses in 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 opening 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:**

14.1 Foreign Bidders are requested to clearly indicate in their Bid 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 the 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.

14.2 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.

14.3 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 BID:**

Bids must be uploaded online not later than 11:00 Hrs. (Server time as per 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 BID:**

- 16.1 The Bidders after submission of bid but prior to the scheduled bid closing may modify or withdraw their bids online or by written notice.
- 16.2 The Bidder's modification or withdrawal notice may 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, its bid shall be treated as withdrawn and no further claim/correspondences shall be entertained in this regard.
- 16.4 No bid can be modified subsequent to the scheduled deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of bid validity shall lead to rejection of such bid and forfeiture of bidder's Bid Security in full, except for validity extension and negotiations as may be sought for by Company under exceptional situations). Such modification (s) may also call for debarment of the bidder concerned.
- 16.5 No bidder shall be permitted to withdraw its bid after bid opening till expiry of bid validity including extended validity, if agreed any. Such withdrawal will make the bidder liable to forfeit their Bid Security and be debarred from participating against OIL's future tenders for a period of minimum two (2) years.

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

- 17.1 Normally, Company does not entertain requests for extension of Bid Closing Date & Time. However, Company at its option may extend the Bid Closing Date and/or Time for any reason as may be considered appropriate. Also, in case of receipt of only one Bid within the scheduled Bid Closing Date and Time, OIL may extend the Bid Closing/Opening Date upto two (2) weeks at its option. However, the bidder whose bid has been received within the originally scheduled bid closing date and time shall not be allowed to revise their Bid/ prices. Withdrawal of such Bid is also not permitted.
- 17.2 However, if the scheduled bid closing/opening day of the tender happens to be an unscheduled holiday or non-working day due to any reason including Bandh/Strike etc., the bids shall be received and opened on the following full working day maintaining the same time line.

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

- 18.1 Company will open the online Bids in presence of Bidder's representatives who choose to attend as per schedule (date, time and place) mentioned in the Covering Letter. However, an authorization letter from the bidder must be produced by such representatives at the time of bid opening. Unless this Letter is presented, they will not be allowed to attend the bid opening. The representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid shall be allowed to attend.
- 18.2 Bid for which an acceptable notice of withdrawal is received pursuant to Clause 16.0 above shall not be considered for opening.

- 18.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, submission of requisite Bid Security & Integrity Pact 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 After opening, Company will examine bids to determine whether they are complete, whether requisite Bid Securities & Integrity Pact etc. are furnished, whether documents are digitally signed and whether the bids are generally in order.
- 18.6 To assist in the examination, evaluation and comparison of bids the Company may at its option, ask the Bidders for clarifications of their bids. The request for clarification and the response thereto shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For this purpose, 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/inconsistent 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.
- 18.8 A Bid determined as not substantially responsive shall be rejected by the Company and may not subsequently be made responsive by the Bidder by correcting/ removing the non-conformity.
- 18.9 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 PRICE BIDS:**

- 19.1 Company will open the Price Bids (Commercial Bids) of technically qualified Bidders only, on a specific date in presence of representatives of such qualified bidders, who choose to attend. All such technically qualified Bidders shall be intimated about the commercial bid opening date & time in advance.
- 19.2 Company will examine the Price/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 shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words shall prevail. If any Bidder does not accept the correction of the aforesaid errors, their bids shall be rejected.

## **20.0 CONVERSION TO SINGLE CURRENCY:**

While evaluating the bids, the closing rate of exchange (BC Selling market rate) declared by the State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currencies into Indian Rupees for the purpose of comparison to ascertain inter-se-ranking of all qualified bidders. 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, considering the rates quoted in their respective Price Bids as per PROFORMA-B under PART-4 and taking into account the total evaluated value of the contract.

**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 permitted to quote in any currency and can 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 bids, would not be repatriable by them.

## **23.0 CONTACTING THE COMPANY:**

**23.1** Except as otherwise provided in Clause 18.6 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 rejection of their bid.

## **D. AWARD OF CONTRACT:**

**24.0 AWARD CRITERIA:** Company will award the Contract to the successful Bidder whose bid is determined to be substantially responsive and evaluated to be commercially lowest (L1), provided further that the Bidder is determined by Company 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, at any time prior to award of contract, without thereby incurring any liability to the affected bidder (s) or any obligation to inform such bidder(s) of the grounds for Company's decision.

## **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) regarding award of contract on them upon acceptance of their bid, including subsequent clarification/ negotiation, if any.

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

## **27.1 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 formal contract documents, alongwith the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all the agreements between the parties.
- 27.2 Within 15 days of issue of Letter of Award (LOA), the successful Bidder shall sign and date the formal Contract and return it to the Company. Till the Contract is signed, the LOA issued by Company to the successful bidder shall remain binding on the parties.
- 27.3 In the event of failure on the part of the successful Bidder to sign the Contract within the period specified above or any other time period specified by Company in the LOA, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security (if submitted by the successful Bidder). The party shall also be debarred for a period of two (2) years from the date of default.

## **28.0 PERFORMANCE SECURITY:**

- 28.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish Performance Security to Company for an amount as specified in the Covering Letter or as may be called for vide Letter of Award (LOA) issued by Company. The Performance Security must be in the form of a Bank Guarantee (BG) as per **PROFORMA-F** under PART-4 or an irrevocable Letter of Credit (L/C) or in any other format acceptable to the Company and should be from any of the following Banks:

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

The Performance Security shall be denominated in the currency of the Contract or in equivalent US Dollars converted at the B.C. Selling market rate of State Bank of India on the date of issue of LOA (Letter of Award). Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

- 28.2 The Performance Security specified above must be valid for three (3) months beyond the Contract duration. In the event of any extension of contract period, the Bank Guarantee should be extended accordingly. The Performance Security shall be discharged by Company not later than 30 days following its expiry.
- 28.3 The Performance Security shall be unconditionally payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 28.4 The Performance Security will not accrue any interest whatsoever.
- 28.5 Failure of the successful Bidder to comply with the aforesaid requirements shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, the party shall be debarred for a period of 2 (two) years from the date of default.





## **PART- 2**

### **BID REJECTION CRITERIA / BID EVALUATION CRITERIA**

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

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

##### **1.0 TECHNICAL:**

1.1 The Bid shall be complete, should cover the entire scope of work and must conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/literatures, wherever required. Incomplete and non-conforming bids shall be rejected.

##### **1.2 EXPERIENCE OF THE BIDDER:**

- (i) The Bidder must have successfully executed at least one or multiple contract(s) of 2D/3D Seismic Data Acquisition with minimum cumulative volume of 1000 Sq. Km of Seismic Data in the last seven (7) years preceding the date of this Tender.

***NOTE: Seismic Data as referred above includes 2D OR equivalent 3D OR equivalent mix of 2D and 3D seismic data. For technical evaluation, 2 (two) LKM of 2D seismic data acquisition shall be considered equivalent to 1 (one) Sq. Km (Square Kilometer) of 3D seismic data acquisition.***

To this effect, as part of their Technical bid, the Bidder shall furnish statement as per **APPENDIX-I** hereunder in PART-2, in a tabular form for the last seven (7) years preceding the date of this Tender. The Bidder must also submit the following documentary evidences in respect of satisfactory execution of the contract(s) by them.

- Contract/Agreement copy alongwith satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed.  
**OR**
- Contract/Agreement copy alongwith proof of release of Performance Security after completion of the contract.  
**OR**
- Contract/Agreement copy alongwith proof of settlement /release of final payment against the contract.  
**OR**
- Any other documentary evidence that can substantiate satisfactory execution of the contract.

- (ii) The bidders must have experience of carrying out successfully at least one (1) Project of Seismic Survey in hilly/mountainous terrain during the last seven (7) years, calculated up to the bid submission date.
- 1.3 In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/Joint Venture Partner must individually meet the criteria laid down at 1.2 above. The following documents must also be submitted alongwith the Technical Bid in support of their joint venture/collaboration partnership, as the case may be.
- (a) Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature (i.e., 2D or 3D Seismic Data Acquisition) in the past and details of current work in hand and other contractual commitments (if any), indicating areas and name of clients are to be submitted alongwith the Technical Bid, in support of the experience criteria laid down above.
  - (b) Indian Companies/Joint Venture Companies: Indian bidder whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application submitted to SIA, prior to the date of price bid opening.
  - (c) Bidders participating on the basis of technical collaboration/joint venture, shall submit, alongwith their technical bid, a Memorandum of Understanding (MOU)/Agreement concluded with their technical collaborator(s)/joint venture partner(s) clearly indicating their respective roles and responsibilities under the scope of work. The MOU/Agreement shall be addressed to OIL INDIA LIMITED, clearly indicating that it is applicable to this particular tender and shall remain valid and binding throughout the contract period, including extension if any. Notwithstanding the MOU/Agreement, the bidder shall be fully liable/responsible to Company for complete execution and quality performance of all the services, if contract is awarded.
- 1.4 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 any & all responsibilities and 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 1.2 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. The MOU/Agreement should be submitted alongwith the Technical bid.
  - (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.
- 1.5 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:** Offers of those bidders who themselves do not meet experience criteria as stipulated in para 1.2 above can also be considered provided the bidder is a 100% subsidiary company of the parent company which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company. However, the parent/subsidiary company of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **APPENDIX-II** hereunder in PART-2, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **APPENDIX-III** hereunder in PART-2, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, alongwith the technical bid.
- 1.6 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:** Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 1.2 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/ holding company subject to meeting the following conditions:
- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate parent/holding company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company alongwith the technical bid.
  - (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in para 1.2 above and not through any other arrangement like technical collaboration etc.
  - (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished vide **APPENDIX-III** hereunder in PART-2, between them, their ultimate parent/holding company, alongwith the technical bid.

- 1.7 Joint venture partnership / collaboration / Consortium, with a firm bidding as an independent entity against this tender, shall not be accepted. Any party who is extending support by way of entering into collaboration/joint venture/consortium agreement 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.
- 1.8 **EQUIPMENT & ACCESSORIES:** The minimum equipment & accessories etc. to be deployed by the bidder per crew must meet or exceed the minimum requirements as per **ANNEXURE-I** under PART-4. The bidder must furnish the followings details in their Technical Bid:
- a) An Undertaking to the effect that in the event of award of contract on them, they will deploy the minimum Equipment as per **ANNEXURE-I** under PART-4.
  - b) Documentary evidences in support of the Vintage of Equipment which they propose to deploy in the field for the execution of this contract. Bids shall be rejected if the equipments offered do not meet the specified requirements.
  - c) List of core equipment, their type, make, year of manufacture and other relevant documents e.g. Technical brochures, literature etc. alongwith the technical bid.
- 1.9 **KEY PERSONNEL:** The years of experience for the minimum key personnel to be deployed per crew are specified in **ANNEXURE-II** under PART-4. Bidder must submit the detailed bio data of key personnel which they propose to deploy in the field for execution of this contract. All the proposed personnel to be deployed should be proficient in English. Bids shall be rejected if the key personnel offered do not meet the specified requirements.
- 1.10 In case the Bidder intend to deploy expatriates for the assigned work under the contract, then the bidder are required to submit an undertaking alongwith their Technical bid that they would obtain permission/ necessary clearance from appropriate Ministry (ies) of Govt. of India for all expatriates to be engaged for the work.
- 1.11 **MOBILISATION:** The bidder must categorically confirm in their Technical Bid that in the event of award of contract on them, they will complete mobilization of their resources at site and commence operation **within ninety (90) days** from the date of issue of Letter of Award by Company. Bidders must provide categorical confirmation of their capability and intent to meet this mobilisation schedule in their Technical Bid otherwise their Bid shall be rejected.
- 1.12 **LIMITATION OF MOBILISATION CHARGES:** The Bidder should quote lump sum mobilisation charges, which should not exceed 10% (Ten Percent) of the total evaluated contract value as per Price Bid Format vide PROFORMA-B. Bidder quoting mobilization charges more than 10% (ten percent) of their total evaluated contract value, their offer shall be straightway rejected. Bidder to confirm in their technical bid that they have not quoted mobilisation charges more than 10 % (ten percent) of the evaluated contract value.
- 1.13 **Indian Agents:** Either the Indian Agent on behalf of their Principal/OEM or the Principal/OEM itself can bid, but both cannot bid against this Tender. If an Indian Agent uploads bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM against this Tender.

Further, no Indian agent is permitted to represent more than one foreign bidder in a particular tender. In case an Indian agent represents more than one foreign bidder in a particular tender, then offers of such foreign bidders shall be rejected.

## **2.0 FINANCIAL:**

- 2.1 Bidder's **average annual financial turnover** during the last three (3) completed accounting years as on the technical bid closing date shall be minimum **INR 42.53 Crores** (or equivalent in foreign currency) with positive net worth. Bidder must submit copies of audited Annual Reports/ Balance Sheets/Profit and Loss Accounts etc. for the last three (3) completed accounting years preceding the bid closing date of the tender. In lieu of Annual Reports/Balance Sheet/Profit and Loss Accounts as above, the Bidder may furnish Certificate from a practicing Chartered Accountants' Firm as per format prescribed in **APPENDIX-IV** hereunder in PART-2, alongwith the technical bid.
- 2.2 In case the bidder is a newly formed company (i.e. one which has been incorporated in the last 5 years upto the date of technical bid opening of the tender) who does not meet financial criteria [i.e. INR 42.53 Crores (or equivalent in foreign currency)] by itself and submits his bid based on the financial strength of his promoter company, then documentary evidences with respect to the following need to be submitted alongwith the technical bid;
- i. Turnover of the promoter company should be more than INR 42.53 Crores (or equivalent in foreign currency). Net worth of the promoter company should be positive.
  - ii. Corporate Guarantee on promoter company's letter head signed by an authorized official undertaking that they would financially support the newly formed company for executing the project/job in case the same is awarded to them, and
  - iii. The bidder is a newly formed company i.e. one which has been incorporated in the last 5 years upto the date of technical bid opening of the tender.
- 2.3 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria (i.e. Average Turnover of INR 42.53 Crores (or equivalent in foreign currency)) by itself and submits his bid based on the financial strength of his parent/ultimate parent/holding company, then documentary evidences with respect to the following need to be submitted alongwith the technical bid:
- i. Average Annual Turnover of last three accounting years of the parent/ultimate parent/holding company should be more than INR 42.53 Crores (or equivalent in foreign currency).
  - ii. Net worth of the parent/ultimate parent company should be positive.
  - iii. Corporate Guarantee on parent/ultimate parent/holding company's letter head signed by an authorized official undertaking that they would financially support their 100% subsidiary company for executing the project/job in case the same is awarded to them, and
  - iv. The bidder is a 100% subsidiary company of the parent/ultimate/ holding parent company.

- 2.4 If the bid is from a Consortium of companies, then the net worth of all the consortium partners individually should be positive. Further, the partners should individually meet the turnover limit in proportion to the percentage of work to be performed by them respectively in terms of the limit of turnover specified in the tender. For this purpose, the bidder should indicate in the un-priced bid, the percentage of work to be performed by the respective members. However, the financial capability of sub-contractors will not be taken into consideration.

### **3.0 COMMERCIAL:**

- 3.1 Bids shall be submitted online under **single stage two bid systems** i.e. Techno-commercial (un-priced) Bid and Priced Bid separately as explained in details in this Tender Document. Bids not conforming to this system shall be rejected outright.
- 3.2 Bidder shall offer firm rates/prices. Costs/Rates quoted by the bidder must remain firm throughout the execution of the Contract and not subject to variation on any account whatsoever.
- 3.3 The offers of the bidders indicating/disclosing prices in technical bid (un-priced) or at any stage before opening of price bid against the tender shall be straightway rejected.
- 3.4 Bids with shorter validity (i.e., less than 120 days from the scheduled technical bid closing date) will be rejected as being non-responsive.
- 3.5 The original Bid Security shall be submitted by the bidder at 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 Technical Bid Opening Date and Time.
- 3.6 The Integrity Pact must be submitted with the Technical Bid, digitally signed by the same signatory who signs the Bid i.e. who is duly authorized to sign/upload the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be liable for rejection.
- 3.7 Bids not uploaded online within the stipulated bid closing date and time, but submitted in physical form (hard copy) only shall not be considered.
- 3.8 Conditional offers shall not be accepted by Company.
- 3.9 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” i.e. **PROFORMA-B** under PART-4; otherwise the Bid will be summarily rejected.
- 3.10 Bid in which the rate for any part of the work is not quoted shall be rejected, being incomplete. Therefore, the Bidder must mention “**NIL RATE**” against all such items of their bid, where no charge is involved/envisaged by the bidder.
- 3.11 The bid documents are not transferable. Unsolicited Bids shall be rejected straightway.
- 3.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which the bid will be rejected.

- a) Bid Security Clause
- b) Performance Guarantee Clause
- c) Force Majeure Clause
- d) Tax Liabilities Clause
- e) Arbitration Clause
- f) Acceptance of Jurisdiction and Applicable Law
- g) Liquidated damage clause for delay in timely mobilization
- h) Safety & Labour Law
- i) Termination Clause
- j) Integrity Pact

#### **4.0 GENERAL:**

- 4.1 The Compliance Statement (**PROFORMA-D** under PART-4) should be suitably filled up by the Bidder and to be uploaded alongwith the Techno-commercial bid. Exception/deviation with respect to the clauses under BRC/BEC above shall not be accepted. However, in case the 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 deviation when/as advised by Company. The loading so done by the Company will be final and binding on the bidders.
- 4.2 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidders for clarifications in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the tender requirement in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 4.3 If any of the clauses in the BEC/BRC contradict with other clauses of tender document elsewhere, then the clauses in the BEC/BRC shall prevail.
- 4.4 Bid involving a party whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.

#### **B. BID EVALUATION CRITERIA (BEC):**

- 1.0 The bids conforming to the technical specifications, terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria shall be considered for further evaluation as per the Bid Evaluation Criteria given below.
- 2.0 In the event of computational error between unit price and total amount, the quoted unit price shall prevail and the total amount shall be corrected accordingly for adoption in bid evaluation. Similarly, in the event of discrepancy between rates quoted in words and in figures, the unit rates quoted in words shall prevail. Bid shall be rejected if any bidder does not accept the corrections as above.
- 3.0 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



- 4.0 Commercial Bids shall be evaluated taking into account the rates quoted in the **“PRICE BID FORMAT”** as per **PROFORMA-B** under PART-4. To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made on the basis of total evaluated contract cost, subject to loading for any deviation.
- 5.0 **CUSTOMS DUTY:** The services under this Contract shall be carried out in NELP Block (AA-ONN-2010/2) and therefore, the items/equipment to be imported in connection with execution of this Contract is exempted from Customs Duty as per Government policy presently in vogue in terms of Notification No. 12/2012 Customs dated 17.3.2012. OIL INDIA LIMITED shall issue Recommendatory Letters to the Contractor on submission of requisite import documents for obtaining necessary EC (Essentiality Certificates) from the DGH (Directorate General of Hydrocarbon), India for this purpose. However, securing EC, clearance of goods through Indian Customs authority and payment of port rent, demurrage etc. as applicable will exclusively rest on the Contractor. In case this Govt. policy is subsequently changed during the currency of the contract and thereby the Customs duty if become payable any, the same shall be reimbursed by Company to the Contractor against documentary evidence. No customs duty will therefore be considered for bid evaluation against the instant tender. Bidders should take note of the same while quoting.
- 6.0 **SERVICE TAX:** The bidders are to quote their rates/prices inclusive of all statutory liabilities, except the Service Tax. Service Tax as applicable shall be extra to OIL's account. However, the liability of payment of Service Tax to appropriate authority at applicable rate shall rest on the Contractor, except for foreign bidder who does not have any office set-up in India. It will be Company's liability to pay the applicable amount of Service Tax to the competent authorities in case of such foreign bidder.

**NOTE TO BEC/BRC:**

1. All supporting documents/information as called for in compliance to various clauses of Bid Rejection Criteria (BRC) above must be submitted alongwith the Technical Bid, failing which the Bid shall be liable for rejection.
2. These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.

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APPENDIX-I
(PART-2)

TENDER NO. : CNG0244L16

Experience Statement of Bidder/Service Provider

Experience in providing Seismic Data Acquisition during last seven (7) years upto the date of Tender.

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

N.B: Please add rows & extra sheets if required.

Name of the Bidder:

Name & Designation:

Signature:

APPENDIX-II
(PART-2)

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

The agreement is made on 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. CNG0244L16 for 3D Seismic Data Acquisition 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:

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 hereto have executed this agreement on the date mentioned above.

For and on behalf of

(Bidder)

M/s -----

Witness:

- 1.
- 2.

For and on behalf of

(Parent Company)

M/s -----

PARENT COMPANY GUARANTEE

(TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTORIZED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at..... this..... day of 2016 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-16A, Noida, UP** 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. CNG0244L16 for 3D Seismic Data Acquisition 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 caused 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:

TENDER NO. : CNG0244L16

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the Bidder) for the last three (3) completed accounting years upto 31st March, 2015/31st December, 2015 (strike off whichever is not applicable) are correct.

YEAR	TURN OVER In INR (Rs.) Crores or US \$ Million)	NET WORTH In INR (Rs.) Crores or US \$ Million)
2012-13		
2013-14		
2014-15		

Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal:

Membership Code/ Registration No. :

Name:

Signature:

Note : In case the bidder follows accounts closing at the end of calendar year, the turnover for the period 2013, 2014 & 2015 should be verified by the CA and incorporated accordingly as per above format. Name, signature and membership code/registration No. of the certifying CA Firm must be clearly indicated.

END OF PART – 2

8z,8z,8z,8z,8z,8z,8z,8z,8z,8z,8z

PART- 3

SECTION - I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "**Contract**" shall mean the agreement entered into between the Company and the Contractor for execution of the works as per contract documents signed by the parties including all attachments and appendices thereto and all other documents incorporated by reference therein.
- (b) "**Contract Price**" shall mean the price/rates payable to the Contractor under the contract for full and proper performance of its contractual obligations;
- (c) "**Work**" shall mean and include all items and things to be supplied/done and services, activities to be performed by the Contractor in accordance with the contract or part thereof, as the case may be, and shall also include all extra, additional, altered/substituted works as required for the purpose of successful performance of the contract.
- (d) "**Services**" shall mean each and every activity which the Contractor is required to perform under the contract pursuant to and in accordance with the terms of this contract.
- (e) "**Company**" shall mean Oil India Limited (OIL), a public sector undertaking incorporated under the Company's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.
- (f) "**Company's items**" shall mean the equipment, materials and services, which are to be provided by Company or Contractor at the expense of Company and are detailed in the contract documents;
- (g) "**Company's Personnel**" shall mean the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing this Contract). The Company representatives of OIL to be engaged by OIL for supervision of operations are also included in the Company's personnel;
- (h) "**Approval**" as it relates to Company, means written approval of Company;
- (i) "**Contractor**" shall mean the person or persons, body or firm or company or corporation incorporated in India or abroad who has been awarded with this contract by Oil India Limited upon acceptance of its bid and includes its legal representative, successor and permitted assigns.
- (j) "**Contractor's items**" shall mean the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor and are detailed in the contract documents;

- (k) **"Contractor's Personnel"** shall mean the personnel to be engaged by the Contractor from time to time to provide services as per the contract;
- (l) **"Day"** shall mean a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs;
- (m) **"Operating Months"** for seismic survey in this part of India generally means the **period from November to May**, as monsoon break prevails from June to October of a calendar year during which Seismic Survey works remain suspended.
- (n) **"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;
- (o) **"Site"** shall mean the land and other places, on/under/in or through which the works are to be executed by the Contractor;
- (p) **"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 to result in any injury to any person or persons or loss or damage of property.
- (q) **"Gross Negligence"** shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or 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.

1.2 **Singular/Plural Words:** Save where the context otherwise requires, words imparting singular number shall include the plural and vice-versa and words imparting neutral gender shall include feminine or masculine gender and vice-versa.

2.0 TIME SCHEDULE (MOBILISATION & DURATION OF CONTRACT):

2.1 **EFFECTIVE DATE OF CONTRACT:** The Contract shall become effective as on the date Company notifies the Contractor in writing confirming award of contract on them upon acceptance of their Bid. This date of issuance of Letter of Award (LOA) by Company shall be the Effective Date of Contract.

2.2 MOBILIZATION TIME AND COMMENCEMENT DATE OF CONTRACT:

Immediately upon receiving the letter of award from Company, Contractor must initiate actions to mobilize all their requisite resources to the designated site for job execution. The mobilization of equipment, personnel and other resources as required for execution of this contract shall be completed by the Contractor within **Ninety (90) days** from the date of issue of Letter of Award (LOA) by Company. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the designated locations in readiness to commence the assigned survey jobs as detailed in 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 by Contractor & accepted by Company. In case the scheduled date for completion of mobilisation falls within monsoon season (June to October), then the Contractor shall be allowed to complete mobilisation latest by end of that monsoon break and commence regular production shooting from the beginning of the field season without incurring liquidated damages.

- 2.3 **COMMENCEMENT DATE:** The date on which the mobilization as above is completed in all respect shall be treated as the **date of commencement** of Contract.
- 2.4 **DURATION/COMPLETION OF CONTRACT:** The duration of job execution shall be for a period of eighteen (18) Operating Months after mobilisation. Mobilisation in all respects shall be completed by Contractor within 90 days from the date of LOA issued by Company or at the beginning of field season as to be notified by Company in the LOA. The Contractor must complete the mobilisation under this contract accordingly and complete the entire assigned work of 3D Seismic Survey (Data Acquisition of 396 Sq. Km) including submission of final report etc. within 18 operating months thereafter. However, early mobilisation and early completion of the Project by Contractor shall be highly appreciated.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Provide equipment, materials including hardware, software & consumables and Personnel necessary to perform the services under the Contract as specified in this document. Contractor shall be liable to obtain any permits or licences required for Contractor's Personnel and for use of Contractor's items. Statutory clearances, applicable if any, in connection with performance of site jobs shall be obtained by the Contractor at their cost & risk.
- 3.2 Perform the work described in the Scope of Work/Terms of Reference (Section-II, PART-3) in most professional, efficient and cost effective way and provide the deliverables to Company in line with contractual provisions.
- 3.3 Except as otherwise provided in the Terms of Reference and Technical Specifications, deploy all manpower as required to perform the Work.
- 3.4 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.
- 3.5 The Contractor shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.
- 3.6 The Contractor shall give or undertake all necessary supervision during the performance of the services as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 3.7 Take all measures necessary to protect the personnel, Work and facilities; and shall observe all safety regulations in accordance with acceptable industry practice and applicable Laws etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and blow out.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the Contract.

- 4.2 Allow Contractor access, subject to normal security and safety procedures, to the designated areas as required for orderly performance of the work. PEL, Environmental Clearance and Forest Clearance, as may be required, shall be arranged by Company.
- 4.3 Perform all other obligations required of Company by the terms of this Contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

- 5.1 Contractor warrants that competent, qualified and sufficiently experienced personnel as specified in the 'Terms of Reference and Technical Specifications' shall be deployed under the contract to perform the Work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel must observe all applicable statutory safety requirements without fail and any additional safety precautionary measures as to be instructed/notified by Company during the job execution from time to time. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately; any personnel of the Contractor determined by Company to be unsuitable/undesirable and shall promptly replace such personnel with personnel acceptable to the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the Contract for providing all requirements of their personnel including but not limited to, their remuneration, transportation (en-route/local), boarding, lodging & medical attention, leave, off etc. Company shall have no responsibility or liability in this regard.
- 5.4 The Contractor's key personnel shall be proficient in English language (both writing and speaking).
- 5.5 The Contractor shall supervise its personnel at the Operating Area/Work Centre so as to ensure prompt and efficient completion of Work and strict discipline among its personnel. Contractor's personnel shall abide by all reasonable rules and regulations governing the Work promulgated by Company and notified in writing to Contractor.
- 5.6 The Contractor shall designate one of its personnel at the Operating Area as Contractor's representative, who shall be in charge of Contractor's personnel and who shall have full authority to resolve day to day Work issues which arise between Company and Contractor.
- 5.7 Company's designated Geophysicists shall be associated throughout the data acquisition process in the field.

6.0 WARRANTY AND REMEDY OF DEFECTS:

- 6.1 Contractor warrants that the Works under this contract shall be performed in a workmanlike and professional manner and in accordance with the highest degree of quality, efficiency, and with the latest state of the art technology in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications/Scope of Work. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

- 6.2 Should Company discover at any time during the tenure of the Contract or till submission of final report 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 Company or others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 The Contractor shall not, without Company's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 7.2 The 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 document itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of operations and the information/maps provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the Contract.
- 7.4 However, the above obligation shall not extend to information which;
- (i) is, at the time of disclosure, known to the public; or
 - (ii) lawfully becomes at a later date known to the public through no fault of Contractor; or
 - (iii) is lawfully possessed by Contractor before receipt thereof from Company; or
 - (iv) Contractor is required to produce before competent authorities or by court order.

8.0 TAXES & DUTIES:

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

- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the Contract for submitting the same to the Tax authorities, on specific request from them. 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 and personal taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 All local taxes, levies and duties, sales tax, Value Added Tax, octroi, etc. on purchases and sales made by Contractor in India, if any, shall be borne by the Contractor.
- 8.8 The rates/prices as agreed by the parties against the contract include all applicable taxes & duties, except the Service Tax and Customs Duty.
- 8.8 **Service Tax:** Service Tax as applicable against this Contract shall be extra to Company's account. However, liability of depositing the same with appropriate authority at applicable rate shall rest on the Contractor, except for overseas contractor who does not have any office set up in India.
- 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 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 on imports, if any, 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 Government policy, Company shall reimburse the customs duty paid by Contractor on production of documentary proof evidencing payment of customs duty on Contractor's items as provided in Proforma-A or the actual whichever is less.
- (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 sub-contractor, if any, 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 insurances amongst others:
 - a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under this Contract.
 - d) Contractor's equipment used for execution of the Work hereunder shall have an insurance cover with a suitable limit (as per international standards).

- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of works hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 9.3 Any deductible set forth in all related insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 Contractor shall require all of their sub-contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-contractors.
- 9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company.

10.0 CHANGES:

- 10.1 During the performance of the Work, Company may make reasonable changes in the 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. Changes of this nature shall be affected through written order by the Company and Contractor shall perform the works accordingly as changed.
- 10.2 If any change results 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 (Proforma-B). Upon review of Contractor's estimate, Company 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 works as changed, and the parties will resolve the dispute in accordance with Clause 13.0 hereunder. Contractor's performance of the work as changed shall not prejudice 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 by them under the Contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, Cyclone, sabotage, civil commotion, Acts & Regulations of respective Government of the two parties,

road barricade (excluding interference due to employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the Contract and which renders performance of the Contract by the said party impossible.

- 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 Day Rate" shall apply upto a maximum of fifteen (15) days only against each occurrence. Either party will have the right to terminate the contract if such force majeure condition continues beyond successive thirty (30) days with prior written notice. Should neither party decide 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):** The Contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or any extension thereof.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Clause 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor at any time during the term of Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that the performance of the Contractor is unsatisfactory or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of its dissatisfaction. The Contractor, within a period of 7 (seven) days after such notice, shall proceed diligently for remedy to the satisfaction of Company on the matter(s) complained of, failing which Company shall have the option to terminate the Contract by giving 15 (fifteen) days notice in writing to the Contractor.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the deployed equipment/materials are transferred or assigned without Company's consent, the Company may at its absolute discretion, terminate the Contract.
- 12.6 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) 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 giving 30 (thirty) days written notice to the Contractor due to any other reason not covered above. In the event of such termination, the Company shall not be liable to pay any cost or damage to the Contractor except for the payment of services availed upto the date of termination.
- 12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.
- 12.9 In the event of termination under Clause 12.3 to 12.6, no demobilization charges shall be due to the Contractor. Further, demobilization charges will also not be payable under Clause No. 12.7 if termination is due to Contractor's sole default.
- 12.10 Upon termination of the Contract, Contractor shall return to Company all items of Company including the data acquired and reports thereon, which are at the time in Contractor's possession.
- 12.11 In the event of termination of Contract, Company will issue Notice of Termination specifying the date or event after which the Contract shall stand terminated. The Contract shall then stand terminated accordingly and the Contractor shall demobilize their equipment, personnel & materials from site.

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

- 13.1 Except as otherwise provided elsewhere in this contract, if any disputes, differences, questions or disagreement arises between the parties hereto or their respective representatives or assignees out of or relating to the construction, meaning, interpretation, operation, effect of this contract or the breach thereof which the parties are unable to settle mutually and/or through Outside Expert Committee (OEC), the same shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.
- 13.2 The party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving sixty (60) days' notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian rupees for the purpose of constitution of arbitral tribunal.
- 13.3 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it will be lawful for the concerned party/arbitrators to appoint another person in his/her place in the same manner. Such person shall proceed with the reference from the stage where his/her predecessor had left, if both parties consent for the same; otherwise, he/she shall proceed de novo.

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

14.0 NOTICES:

- 14.1 Any notice given by one party to other pursuant to this Contract shall be sent in writing or by e-mail/Fax followed by formal letter of confirmation to the address specified below:

<u>Company</u>	<u>Contractor</u>
General Manager (NEF)	_____
OIL INDIA LIMITED	_____
NEF Project, Duliajan	_____
Dist: Dibrugarh – 786602	_____
Assam (India)	_____
Fax No. 0374-2801799	_____
E-mail: nef@oilindia.in	_____

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

- 15.0 SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, transfer or assign the Contract or any part thereof to any third party (ies), except with Company's prior approval. Nevertheless, the Contractor shall remain all the time fully responsible for complete execution, timely execution and quality performance of services under the Contract.

16.0 MISCELLANEOUS PROVISIONS:

- 16.1 Contractor shall give notice and pay fees at their own cost whenever required to be given/paid under any National/State Statute, Ordinance, Regulation or by any other law or bye-law of local authority 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 arising out of the services under the contract.
- 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 obstructions 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 completion of the services, Contractor shall clear away and remove from the Site any surplus materials or rubbish of every kind and leave the whole of the Site clean and in workmanlike condition to the satisfaction of Company.
- 16.4 Key personnel shall be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or specifically asked for by Company to do so; in which case, the replaced person should have equivalent experience & qualification and subject to verification and approval by the Company.

17.0 LIQUIDATED DAMAGES:

Time is the essence of this Contract. In the event of default on the part of Contractor in regard to timely mobilisation and job completion, Liquidate Damages (L/D) shall be applicable as under:

- 17.1 **For Default in timely mobilisation:** In the event of default on the part of successful Bidder in timely mobilizing its resources to commence the work including completion of pre-seismic experimental works within the agreed time frame, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the total evaluated contract value for the 1st year for delay per week or part thereof, subject to maximum of 7.5% (seven & half percent). Liquidated Damages shall be reckoned from the date after expiry of the scheduled date of commencement as to be notified by Company through Letter of Award of contract or per separate notice to Contractor.

For the purpose of LD, the 1st year contract value [considering seven operating months (November to May)] shall be determined as under:

$$\left[\frac{(TCV-MOB)}{18} \times 7 \right] + MOB$$

Where;

TCV: Total Evaluated Contract Value as per Price Bid

MOB: Total Lumpsum Mobilisation Charges

18 : Total contract duration in Operating Months.

7 : Normal Operating Months per year.

- 17.2 **For Default in timely completion of data acquisition:** In the event of default on the part of Contractor to successfully complete acquisition of 396 Sq. Km of 3D Seismic Data including submission of final report within eighteen (18) operating months from the date of commencement under the contract, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the value of unfinished work for delay per week or part thereof, subject to maximum of 7.5% (seven & half percent).
- 17.3 In case the time delay in mobilisation is made up by completing the job execution early by the Contractor, no liquidated damages shall be deducted. Similarly, if the mobilisation is completed before scheduled period of mobilisation but completion of job execution is delayed, LD shall be applicable only for the period exceeding the total period allowed for mobilisation and job completion put together. Further, in case both Mobilisation and job completion are delayed, Liquidated Damages shall be applicable for both.
- 17.4 The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which the Company would suffer on account of delay/breach on the part of Contractor and the said amount shall be payable without proof of actual loss or damage caused by such delay/breach.
- 17.5 Liquidated Damages, if become payable as above, shall be recovered by Company from the final bill/invoice of Contractor under the contract and not from the running bill(s). However, if the amount in final bill is found to be not adequate, Company will recover the liquidated damages from the previous bill(s)/invoices.

17.6 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to commence/complete the assigned jobs or submit PBG within the stipulated time period.

18.0 PERFORMANCE SECURITY: The Contractor shall furnish to Company a Bank Guarantee equivalent to 7.5% (seven and half percent) of the total evaluated value of contract for one year towards performance security. The performance security shall be kept valid for three (3) 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.

For the purpose of Performance Security, one year contract shall be determined as under:

$$\left[\frac{(TCV-MOB)}{18} \times 7 \right] + MOB$$

Where;

TCV: Total Evaluated Contract Value as per Price Bid

MOB: Total Lumpsum Mobilisation Charges

18 : Total contract duration in Operating Months.

7 : Normal Operating Months per year.

19.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's personnel shall be associated with the work throughout, 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.

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

21.0 LIABILITY:

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

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

- 21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its co-leases, underwrites, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its co-leases, its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions, except only in cases of willful misconduct and/or criminal acts;

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

provided however that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damages as referred in para 17.0 above.

- (b) Notwithstanding any other provisions incorporated elsewhere in this contract, the aggregate liability of the Contractor, whether under contract, in tort or otherwise, shall not exceed 50% of the contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to intellectual property rights.
- (c) Company shall indemnify and keep indemnified the Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of sub-para (b) above.

23.0 INDEMNITY AGREEMENT:

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

24.0 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.

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

26.0 JURISDICTION AND APPLICABLE LAW:

The Agreement including all matters connected with this contract shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts (the place where the contract is signed in India). Overseas Companies operating in India or entering into joint ventures in India, shall have to comply the law of the land and there shall be no compromise or excuse for ignorance of the Indian legal system in any way.

27.0 RATES FOR PAYMENTS, MANNER OF PAYMENT & SET-OFF:

- 27.1 During the term of Contract, Company shall pay amount due to the Contractor 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 agreed. All payments shall be made in accordance with the terms hereinafter described.
- 27.2 No advance payment shall be made by the Company against this contract. All payments due by Company to Contractor shall be made with Reserve Bank of India (RBI)'s approval (if applicable) at Contractor's designated bank through electronic transactions against submission of invoice(s) only. Bank charges, if any, shall be on account of the Contractor.
- 27.3 Contractor shall submit three (3) sets of all invoices in original to Company for processing of payment. Invoices for the charges payable under the Contract shall be submitted by Contractor separately for foreign currency and Indian currency.
- 27.4 RATE OF PAYMENT: Company shall make the payments to the Contractor as per rates agreed by the parties consequent to the price bid (PROFORMA-B) and as detailed in Section-IV of PART-3.
- 27.5 FIRM PRICE: The rates payable under this Contract, shall remain firm during the entire period of contract including extension period, if any.
- 27.6 MANNER OF PAYMENT: All payments due by Company to Contractor shall be made at Contractor's designated bank account against bill/invoice to be submitted by Contractor. Bank charges, if any, shall be on account of the Contractor. OIL prefers to make payment through electronics mode, for which the necessary bank details are to be furnished by the Contractor in their invoice(s)/bills.
- 27.7 Contractor shall raise invoice for one time lump-sum mobilization charges when the field crew is ready at site, the first regular production shot is taken & the same is accepted by Company and completion of mobilisation is duly certified by Company's representative for continuation of job execution under the contract.
- 27.8 The Contractor shall raise monthly running invoices for the following:
- (a) 3D Data acquired against each swath, completed in all aspects (i.e. including all necessary topographic survey data, observer report etc.) and that have been handed over to the Company at Duliajan during the month. If a swath is not completed in a single calendar month, in such case, Sq. Km equivalent to Number of good/acceptable shots taken along the swath divided by the shot density may be considered for payment, provided all the data alongwith ancillary information are handed over to the Company.
 - (b) Processed & Interpreted LVL Survey data submitted during the month.
 - (c) Processed & Interpreted Up-Hole Survey data submitted during the month.
 - (d) Reference points fixed using DGPS during the month and submitted along with the processed data & report.

- (e) Charges if payable any towards the days of experimental shooting, Standby and Force Majeure during the month.
- 27.9 The Contractor shall furnish the following documents alongwith their **first invoice** under this contract:
- (a) Copy of valid Registration Certificate under Service Tax Rule (if applicable).
 - (b) Bank particulars as required for making payment through Electronics mode.
 - (c) Tax Invoice as per relevant Service Tax Rules clearly indicating Service Tax Registration Number (if applicable), Service Classification, Rate & Amount of Service Tax.
 - (d) Certificate of acceptance of Mobilisation issued by Company representative.
 - (e) Copy of PAN Card issued by Indian Income Tax Authority (if applicable).
- 27.10 The Contractor shall furnish the following documents alongwith their all subsequent **periodical/monthly invoices** under this contract.
- (a) Tax Invoice with proof of payment of Service Tax to appropriate authorities for the previous invoice (if applicable).
 - (b) Details of statutory payments like EPF, ESI etc. (if applicable).
 - (c) Undertaking by Contractor regarding compliance of all statutes.
 - (d) Undertaking by Contractor regarding settlement of compensation for damage/loss to crop & property during the month.
 - (e) Certificate by Contractor stating that the labours have been paid not less than minimum wages as applicable.
- 27.11 The Contractor shall raise invoice for payment of one time lump-sum Demobilization Charges, as applicable, upon clearance of all their resources from site and making the site free from all debris/encumbrances. The following documents must also be submitted alongwith the invoice for demobilization charges.
- (a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No. 12.0 in Section-III, PART-3.
 - (b) Tax clearance certificate from Income Tax Department regarding clearance of dues toward Contractor's tax liabilities, their sub-contractor tax liabilities and towards tax liabilities of their expatriate persons and/or other employees. In lieu of above, Contractor may submit an indemnity bond to Company in non-judicial stamp paper to this effect.
 - (c) Proof of completion of re-export formalities, if any, and any other documents as may be called for by Company in terms of Indian Laws.
- 27.12 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company, excepting for the first two (2) monthly invoices where some delay (upto 45 days) may occur.

- 27.13 The Company, within 30 days of receipt of the invoice, shall 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.
- 27.14 Payment of any invoice/bill shall not prejudice the right of Company to question the validity of any charges therein, provided Company within 2 (two) year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 27.15 Acceptance of part payment by Contractor on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 27.16 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection.
- 27.17 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this Contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).
- 27.18 **SUBSEQUENTLY ENACTED LAWS:** In case of change in existing law / enactment of new law or interpretation of existing law or Statutory Order from a Statutory Authority during the execution of the contract affects the Contract price in terms of addition/reduction of tax liabilities on Contractor. Therefore, any such increase against documentary evidence shall be reimbursed to the Contractor by Company and any decrease shall be passed on to the Company by the Contractor.
- The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid prices based on the existing condition on that day and the Contract is awarded based on the bid submitted by the Contractor.
- 27.19 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of: -
- a) Non-completion of jobs assigned as per Terms of Reference and Technical Specification.
 - b) Contractor's indebtedness arising out of execution of this Contract. If, during the progress of the work Contractor 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.

- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, and taxes or enforced savings withheld from wages etc.
- f) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- g) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract.

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

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

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

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

28.0 ADVANCE PAYMENT:

- 28.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charges 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. However, any mobilization advance shall be given in two phases – 50% of mobilization charges before shipment of materials, equipment & tools etc. and rest 50% after the shipment is completed.
- 28.2 Advance payment, if 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.
- 28.3 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.

- 29.0 RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorized employees/representatives to inspect all the Work performed and to witness and check all the measurements, tests and experimental work etc. made in connection with the said Work. The Contractor shall keep an authentic, accurate history and logs including safety records, which shall be open at all reasonable times for inspection by the Company's designated representatives and its authorized employees. The Contractor shall provide the Company representatives with various reports/draft reports/out puts and any other information related to the Work 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 any information in connection therewith.
- 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 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 representatives of such party. Failure of the Company to execute any right of termination shall not act as a waiver or amendment of any right of the Company provided hereunder.
- 32.0 ENTIRE CONTRACT:** The 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 shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent misrepresentation.
- 33.0 SEVERABILITY:** Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties.
- 34.0 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.
- 35.0 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.
- 36.0** 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.

END OF SECTION – I

PART- 3

SECTION - II

SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

1.0 Introduction:

This section establishes the scope and schedule for the work to be performed by the Contractor and describes references to the specifications, instructions, standards and other documents including specifications for any materials, tools or equipment which Contractor shall satisfy or adhere to in performance of the work under the contract.

2.0 Scope of Work:

- 2.1 The Company desires to engage an eligible Contractor for acquiring 396 Sq. Km of 3-D Seismic Data using state-of-the-art equipment and experienced personnel from the designated NELP-IX Block: AA-ONN-2010/2 under Karbi-Anglong district in the State of Assam in India. The area of operation consists of hills, forest, boulder covered area, open paddy fields, roads, dwelling houses, villages, tea gardens, swamps, rivers etc. having alluvial soil covers or sand etc. The Contractor must bring appropriate field electronics and transport facilities required for covering swamps, streams and rivers. The logistics of the area is difficult and is mostly consists of hills and forest where adequate number of portable mechanized shot hole drilling rigs are must for achieving the desired shot hole depth of 20 m for good quality data (Final depth will be decided after experimental shooting).
- 2.2 The Contractor shall deploy suitable personnel & equipment and carry out Differential Global Positioning System based survey, topographic survey, Uphole and LVL surveys, seismic recording and quality control of 3-D seismic surveys in the above mentioned block.
- 2.3 The Contractor shall deploy suitable personnel & equipment and carry out routine 3D seismic data acquisition and QC processing of the acquired 3D data.
- 2.4 The Contractor shall deploy the equipment, computer hardware and software of state-of-art technology for performing the services referred to in the contract and shall be fully responsible for execution of the seismic data acquisition and field processing as per the plan that will be finalised by Company in consultation with the Contractor.
- 2.5 The Contractor shall deploy latest generation of seismic data acquisition system with delta-sigma technology with facilities of recording minimum 3500 channels per shot record. Contractor must have enough field electronics to lay at least 4000 channels on ground.
- 2.6 The Contractor shall deploy modern field QC processing system under this contract. The QC processing system should be the latest version and globally in use at present scenario.

- 2.7 The area of the block to be covered with 3D Seismic survey will be 396 Sq. Km size. For the purpose of the contract, area of coverage that will be quantified in Sq. Km. refers to the surface area in which every bin will have coverage with proper geophysical attributes like bin-size, offset and azimuth distributions between and within bins. The data will be processed and the expected standards are given in the clauses below.
- 2.8 Company reserves the option to **increase/decrease** the quantum of work upto a maximum of **25%** either in the areas mentioned above or in neighbouring areas of similar terrain conditions on mutually agreed rates which should not be higher than the rates agreed herein, but on same terms & conditions and with proportionate time **extension/reduction** accordingly.

3.0 Objectives of the Survey:

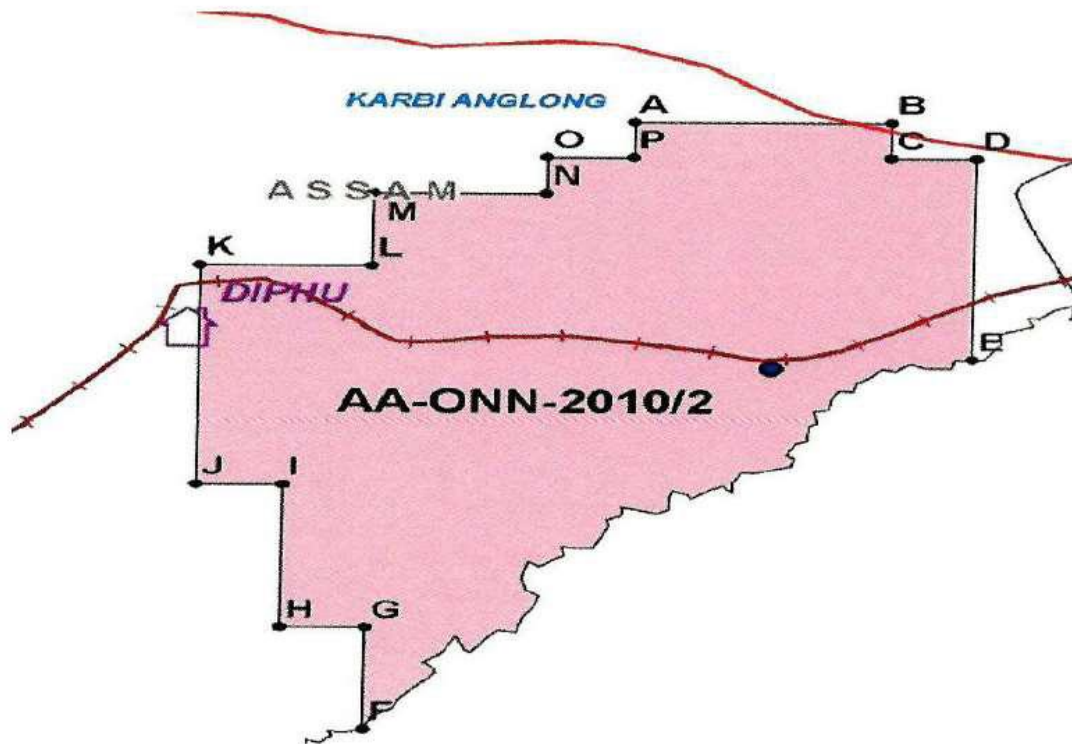
- 3.1 Pursuant to the committed Minimum Work Program (MWP) to the Govt. of India, Oil India Ltd (OIL) being the Operator in the above mentioned NELP block, has planned to acquire 396 Sq. Km of 3D seismic data within specific time frame. The main objective of the survey is to acquire high quality 3D seismic data for delineation of hydrocarbon prospects in Neogene-Paleogene (3500-5000m) in this thrust fold area. The enclosed map shows the approximate location of the block.
- 3.2 The Exploration Block AA-ONN-2010/2 lies in the eastern part of the Assam-Arakan Petroliferous basin within the state of Assam in India. It is a part of the Dhansiri Valley of Assam-Arakan Basin. The generalized stratigraphic succession of Dhansiri Valley is based on the litho-units encountered within deep wells drilled in the neighborhood of the block and exposed in the Mikir Hills to the west and Naga foot hills to the east and southeast of the Dhansiri Valley. The Pre-Cambrian granitic basement rocks, sediments of the Eocene Jaintia Group, Miocene Bokabil Formation and Mio-Pliocene Girujan Clay Formation are exposed in the Mikir hills.
- 3.3 The Naga foot hills, bordering the Dhansiri Valley, contain exposures of Barail, Surma, Tipam and younger sediments. It may be noted that Cretaceous sandstones and the Sylhet siltstone and clay stones are present in some of the wells drilled to the northeast of the block (Barpathar-1 & Jamuguri-1) but are not seen in the outcrops.
- 3.4 The block, located in Dhansiri Valley, has Mikir Hills to its north and Naga Thrust (Naga – Schuppen belt) to its south. The granitic rocks of Pre-Cambrian age are exposed in major part of Mikir Hills, and Palaeocene and Neogene rocks outcrop at its periphery. The exposures of mostly Neogene and some Barail sequences overlying the Naga Thrust are seen in western peripheral parts of Naga Hills, adjoining the Dhansiri Valley.
- 3.5 In the sub-surface, the Eocene to Post Miocene succession is anticipated to overlie the Basement. The sequences are seen to occur from NE to SW.
- 3.6 The block AA-ONN-2010/2 lies within the petroliferous basin of Dhansiri Valley area of Upper Assam Basin. The Dhansiri Valley is the SW part of petroliferous Upper Assam Shelf. The block is geologically located between Belt of Schuppen towards the south-east and Mikir Hills to its NW. There are oil fields all along and nearer to the NE-SW trending trace of the Naga Thrust. Some of these major fields are Nahorkotiya, Digboi, Lakwa, Geleki and Borholla. Some of the lows that have sourced these accumulations are Nazira Low, Safrai Low and Charaideo Low. Dimapur Low is another low in Dhansiri Valley adjacent to

Naga Thrust and could have generated hydrocarbons to be accumulated in suitably placed reservoirs and traps.

- 3.7 The two-way time of primary objective is between 2500 milliseconds to 6000 milliseconds and the apparent frequency content available on the existing seismic section is 15 to 80 Hz.
- 3.8 **Location of the Area:** The area comprising approximately 396 Sq. Km onshore India identified as block AA-ONN-2010/2 described herein and shown on the map attached below. The longitude and latitude measurements commence at points A,B,C,D,E,F,G, H,I,J,K,L,M,N,O and P are given below.

Co-ordinates of Block: AA-ONN-2010/2

Points	Coordinates					
	Longitude			Latitude		
	Deg.	Min.	Sec.	Deg.	Min.	Sec.
A	93	34	30	25	56	0
B	93	39	0	25	56	0
C	93	39	0	25	55	0
D	93	40	30	25	55	0
E	93	40	30	25	49	27.96
F	93	30	0	25	39	10.31
G	93	30	0	25	42	0
H	93	28	30	25	42	0
I	93	28	30	25	46	0
J	93	27	0	25	46	0
K	93	27	0	25	52	0
L	93	30	0	25	52	0
M	93	30	0	25	54	0
N	93	33	0	25	54	0
O	93	33	0	25	55	0
P	93	34	30	25	55	0



4.0 Fixing of Reference Points:

- 4.1 Before starting the survey in the proposed block, the Contractor shall fix adequate number of bench marks / reference points at different locations around the block, as asked by the Company, using the Differential Global Positioning System (DGPS) with L1 and L2 modes.
- 4.2 The Contractor will also fix bench marks/ reference pillars along roads for tying up during surveying. These bench marks shall be fixed using DGPS (using L1 and L2 modes). The Contractor must supply accurate co-ordinates (WGS-84 and Lambert) of these points along with necessary diagrams for locating the same in future.
- 4.3 In total, about 200 Nos. of reference points are required to be fixed covering the block and surrounding area. The Contractor shall fix additional bench marks / reference points, if required. The exact number of points over and above the minimum and their locations will be decided by the Company.
- 4.4 For all the reference points mentioned in 4.1 and 4.2 above, pillars need to be fixed in such a way that they serve as permanent bench marks with proper engravings. The pillars should be grouted 3 ½ feet in the ground with concrete cement and exposed 1 ½ feet on the surface.

5.0 Method of Work:

- 5.1 The Contractor shall carry out 3-D seismic survey by deploying latest seismic survey equipment (minimum requirement as per ANNEXURE-I in PART-4) with delta-sigma technology.
- 5.2 The data should be recorded on **External hard disk/LTO** tape in SEG-D/SEG-Y format with sampling rate of 2 ms. The data should be recorded in two copies.
- 5.3 The Contractor has to use the following field acquisition parameters for the seismic survey:

Foldage	60 (nominal)
Bin size (Inline*Cross line)	25 X 25
Source	Explosive
Source Interval	50
Source Line Interval	400
Receiver Interval	50 m
Receiver Line Interval	400
Receiver Line Length	8000 m
No of Receiver Lines	12
No. of geophones/group	12
Sampling rate	2 ms
Record length	6 sec
Minimum largest offset	4665 m (approx)
Maximum smallest offset	400 m (approx)
Shooting pattern	orthogonal

Note: Company would prefer a single hole of 20 m than a pattern hole. Pattern holes will be allowed only if single holes of 20 m are not possible due to subsurface conditions which will be decided by the Company representative. The final depth for shot holes will be decided after experimental shooting.

- 5.4 The above mentioned acquisition parameters highlight the minimum requirement of the Company. The Company desires to have symmetric sampling of offsets in each bin as far as possible. The data must have wide azimuth distribution at the offsets contributing to the primary and the secondary targets. The in-line and cross-line foldage are also expected to be similar. The Contractor needs to perform detailed modeling/ray-tracing for block and submit their observations and suggestions to the Company. **The work in the block will only start once Company is satisfied with the parameters and intimates the Contractor about the same in writing.** Contractor should take actions to cover swampy areas and streams as required.
- 5.5 The Contractor shall carry out line survey using latest equipment such as DGPS, total stations with an accuracy of 0.5m from planned positions. The survey tolerance has to be checked (based on line diagram and digital data provided by the Contractor), agreed upon and approved by Company prior to commencement of shooting of each swath. Any resurvey work, if required, will be carried out at Contractor's own cost.
- 5.6 The Contractor shall carry out Uphole Surveys about 2.0 km apart along the trace lines. Wherever adequate depth for the uphole survey is difficult to achieve, the Contractor shall carry out shallow refraction or LVL survey at 500m intervals with prior concurrence from Company's site representative. The trace lines along which Upholes/LVLs shall be carried out should be about 1.0-1.2 km apart. The Up-hole survey should be carried out upto a depth of about forty (40) meters. The Uphole/LVL recording equipment should be capable of recording a minimum of 24 channels with 0.1ms sampling interval.

- 5.7 The Contractor must carry out interpretation of Uphole and LVL data and subsequent computation of statics. The tomography-based technique should also be used for the interpretation of LVL and Uphole data.
- 5.8 Four (4) LVLs shall be taken as equivalent to one (1) uphole.
- 5.9 The Contractor should have a full fledged 3D Field QC processing system capable of checking the 3D geometry and QC processing of acquired data capable of generating 3D stacks.

6.0 Start of Work:

The Contractor must complete mobilization including pre-seismic experimental works at site and commence regular production shooting work within **ninety (90) days** from the date of issue of Letter of Award (LOA) by Company. Company prefers early mobilisation and early completion of the project. However, in case the scheduled date of completion of mobilisation falls within monsoon season (between June to October), the Contractor shall be allowed to complete mobilisation latest by the end of that monsoon break and commence regular production shooting right from the beginning of the field season.

7.0 Experimental Work:

- 7.1 All necessary experiments and other tests to determine optimum field parameters shall be performed by the Contractor in consultation with Company Representative at site prior to commencement of regular data acquisition. Such pre-acquisition tests/experiments shall be carried out as per the international practice in the Seismic Industry.
- 7.2 The Contractor may provide at their own cost expert R&D staff for consultation in India, at site during experimentation stage at the beginning of the work, and later during the course of work as and when necessary.

8.0 Period of Contract:

- 8.1 The seismic data acquisition phase under this Contract is planned to **commence tentatively from October/November, 2016.**
- 8.2 The Contractor needs to complete mobilisation of all its resources at designated site, establish camp and complete pre-acquisition experimental works within **ninety (90) days** from the date of issue of letter of Award by Company.
- 8.3 Thereafter, the period of job execution for acquiring, processing and submission of reports with relevant maps (with proper attributes) for 396 Sq. Km of 3D data shall be **eighteen (18) Operating Months**, excluding the demobilization period. The areas where the work is planned normally have long monsoon season (from June to October). Therefore, the "Operating Months" for seismic survey in this part of India generally implies the period from November to May. The acquisition work shall have to be suspended during monsoon breaks. During the monsoon break, the Contractor will have to keep their equipment and skeleton manpower in the camp at their own cost. No payment shall be made by Company to Contractor during such monsoon break when data acquisition activities are suspended.
- 8.4 The period of job execution referred to in para 8.3 above is inclusive of national holidays, bad weather days, camp shift days and production loss due to equipment failure or any other reasons under Contractor's control.

- 8.5 In case the assigned data acquisition work of 396 Sq. Km could not be completed by the Contractor within the stipulated/agreed time frame for whatever reasons including delay in mobilisation or otherwise, then the Contractor shall remain duty bound to complete the un-finished data acquisition work thereafter, if required in the next field season (**a field season is generally from November to May**) also. But no stand-by or force majeure day rates/charges shall be applicable beyond the initial eighteen (18) operating months (excluding three months mobilisation period) under the contract.
- 8.6 After award of contract by Company, if the work execution is spilled-over beyond initial three (3) months for mobilisation time plus (+) subsequent eighteen (18) Operating Months for data acquisition, due to reasons attributable to the Contractor (i.e., delayed mobilization and/or slow progress of work etc., except for force majeure situations), then the Contractor shall be liable to pay liquidated damages as per terms of the contract.
- 8.7 The entire volume (396 Sq. Km) of 3D Seismic Data Acquisition needs to be completed within a period of eighteen (18) operating months from the date of completion of mobilization. Any additional volume of data acquisition from the block (beyond 396 Sq. Km), if prior written change-order/addendum is issued by Company to this effect, shall be given additional time on pro-rata basis to complete the same.

9.0 Personnel and Equipment:

- 9.1 The Contractor shall supply all personnel, equipment and facilities necessary for the successful completion of the work and fulfillment of the given survey production guarantee. However, minimum requirement of equipment and personnel are listed in **ANNEXURE-I** and **ANNEXURE-II** herein.
- 9.2 The processing work needs to be supervised by an experienced processing geophysicist. He/she should have in-depth knowledge in land 3D data processing and should have at least 8 yrs experience in land 3D seismic data processing.

10.0 Data / Cartridge Liability:

Contractor shall be solely responsible for quality, loss or damage due to any reason including fire & theft etc. of any documents/cartridge etc. pertaining to the contract while in their custody or control. In the event of such loss, the Contractor shall be responsible to redress/reshoot the loss entirely at its own cost. However the decision on the modalities to reshoot/redress such losses shall be entirely at the discretion of Company. The Contractor shall use original, high quality & durability, error free 3490E cartridges/LTO/ Equivalent higher grade 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.

11.0 Deliverables and Schedule of Performance:

- 11.1 Contractor shall maintain all their equipment in perfect working condition and submit daily, weekly and monthly reports of the performance of the equipment to the Company. The 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. If the Company's authorized representative is not satisfied with the report submitted and performance of the equipment, the Contractor shall suspend the operations till the Company's representative is satisfied with the performance of the equipment. No payment

shall accrue to the Contractor during the period the work is suspended as aforesaid.

- 11.2 Contractor shall submit a detailed report on selection of the field parameters within 48 hours of the completion of the experimental work. The Company will give its views within 48 hours of the receipt of the report on experimental shooting. The seismic production shooting will not start unless the Company is satisfied with the results of experimental work.
- 11.3 Contractor shall submit to the Company a weekly report on data quality control of the jobs undertaken during acquisition. Contractor will have to carry out preliminary processing of the data for quality control purpose and submit weekly report on data quality to the Company. If the Company representative finds that the quality of the data is not in accordance with the stipulation in the agreement then, he/she may instruct the Contractor for re-shooting. Re-shooting cost would be entirely to the Contractor's account.
- 11.4 Every morning at around 7.00 hours Contractor will provide necessary plots, data of foldage diagram, offset and azimuth distribution to the Company representative resulting from previous days shooting. The Company representative must be satisfied with the action taken in case of anomalies. The production shooting for the day will only start after the Company representative is satisfied with these results.
- 11.5 Apart from above, Contractor shall submit:

i) Daily Report consisting of:

- daily survey progress;
- drilling report;
- daily field test reports;
- recording progress;
- uphole & refraction profiling report;
- quality control reports;
- explosive consumption / stock report.

ii) Weekly report consisting of:

- weekly progress of survey & recording;
- uphole & refraction profiling report;
- quality control including stacks generated;
- explosive consumption/stock report;
- summary of data transmitted to Company;
- summary of Health, Safety & Environment incidents.

iii) Monthly report consisting of:

- monthly progress of survey (with line sketch) & recording;

- uphole & refraction profiling report;
- quality control reports and seismologists report;
- intersection information with survey & statics mismatch if any;
- number of permanent reference points/pillars fixed with detail;
coordinate, sketch with cultural information;
- explosive consumption/stock report;
- summary of Health, Safety & Environment incidents;
- list of visitors;
- list of personnel, equipment.

11.6 Contractor will submit/deliver the following data to the authorized Company's representative at Duliajan within 10 days of completion / termination of recording of the swath:

- Seismic data cartridges of each swath (2 copies of the data) as per clause 5.2 above;
- Observer's reports with shot-receiver geometry, hole depth, Uphole times, ITB/misfires, skip-recovery, edits, recording parameters, up-hole and refraction profiles in internationally acceptable formats;
- Survey data in UKOOA, ASCII format, base maps, coverage map, map showing location of Uphole and refraction profiles, receiver and shot station computed for LVL/Uphole in ASCII format;
- **Raw data with geometry merged.**

11.7 Contractor shall submit a final report for the block covering the entire operation within 20 days of the completion of work in the block 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 & results;
- sample field record, uphole plot, refraction profile and processed section;
- base map;
- map showing location of uphole & refraction profiles;
- data quality map;
- operational summary including total survey, explosive consumption, logistics etc;
- recommendations, if any.
- **The entire data set to be provided in external hard disk additionally (two copies).**

Similarly, Contractor shall provide a final report of the work within 30 days of completion of the work, covering the subjects as given above. Contractor may also give summary of the problems faced during the work.

- 11.8 The Contractor shall arrange the location maps in three scales, as will be decided by Company within 15 days after the end of survey in a block and final composite maps within 10 days after completing the entire project. However, the Contractor shall from time to time update the base maps with the progress of the survey and the same shall be made available to the Company as and when required. The Contractor must also provide digitized base map with information of shot-points, trace points, reference points, logistics etc. in proper and internationally accepted format, within the time frame specified above in this paragraph.
- 11.9 The Contractor shall provide to the Company the hard copies of color plots and other plots to show adequate bin coverage and offset distribution within a bin as specified.

12.0 Quality of Work:

- 12.1 Contractor shall carry out the services (3D data acquisition) in a fully professional manner and warrant that the information produced shall be of a quality acceptable to the Company. If the quality produced is not acceptable to the Company, the Contractor will undertake to re-perform that part of the services causing dissatisfaction at their own expenses. Company's standard for the performance shall be the one accepted by the international standard of the Geophysical Industry.
- 12.2 Company reserves the right, before commencement of data acquisition, to inspect and approve Contractor's equipment after it is completely assembled and made ready for work.
- 12.3 Company also reserves the right to inspect the Contractor's equipment at any time during operation. Any equipment found short/defective shall be replaced within the shortest possible time, but not later than six weeks without disruption of the work assigned under the contract. No extension will be granted in the contract on these grounds. Any equipment found defective or unserviceable more than two times during the tenure of the contract must be replaced by the Contractor forthwith at their own cost. The time for replacement shall not be more than six weeks from the date of fault identified by the Company. No payment whatsoever shall be made by Company if operations have to be suspended on account of non-availability of equipment and manpower.
- 12.4 Company reserves the right to examine status report of the filed processing of seismic data before commencement of work. The work will start only when the Company representatives are satisfied with the same.

13.0 Bad Records:

- 13.1 The field records with the following will be considered as bad records:
- Record with noisy/ dead traces more than one percent of total number of traces in each record.
 - Records containing more than two consecutive noisy/ dead trace will be considered as bad records.
 - Record with sync error.
 - Record with parity error(s).

- Record with appreciable cross-feed, leakage and spread noise.
 - Record with less number of Geophones in a group.
- 13.2 If the signal to noise ratio is not acceptable due to poor loading depth, the same shall be re-shot by the Contractors.
- 13.3 Records defined in para 13.1 to 13.2 herein above shall be considered as bad records and the Contractor shall re-shoot such bad records. Re-shooting cost would be entirely to the Contractor's account.

14.0 Geo-Chemical Sample Collection:

- 14.1 Contractor shall carry out sample collection for geochemical studies along the seismic profiles, as per the requirement of the Company, for minimum 1000 nos. of soil samples for geochemical studies, in a professional and scientific manner and submit the collected samples as per the requirement of the work at no extra cost to the Company.
- 14.2 The soil sample should be collected from dry holes (approx. 2m) and collection as per geological requirement and shall be decided by company representative at site.
- 14.3 From every shot-hole, 2 numbers of around 250 gms each of soil samples (from different depths but within 2 mts) 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 geoscientist 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.
- 14.4 Some of the proposed sample collecting stations are likely to fall in forest zones and/or areas with loose boulder beds. In such instances after checking with Company supervising geoscientists at site, alternately, collection of samples may be carried out depending on feasibility.

15.0 EXPLOSIVES AND DETONATORS:

- 15.1 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 for the necessary permit(s) to store and transport explosives and detonators required in connection with the 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 and submit return statement as per PESO guidelines.
- 15.2 All rules precautions regarding procurement, use, transportation, storage and handling of explosives and detonators shall be observed by the Contractor. Company shall in no way be responsible for violation of any rule whatsoever in this regard.

(END OF SECTION-II)

CHECK-LIST TO BE FILLED-IN BY THE BIDDER

Bidders are requested to fill-up the relevant information as under and submit this check-List alongwith their Technical Bid.

A. EQUIPMENT & ASSESSORIES (DATA ACQUISITION)

i) DGPS:

- Make
- Model
- Year of manufacture
- Nos. to be deployed

ii) Total Station:

- Make
- Model
- Year of manufacture
- Nos. to be deployed

iii) Other Survey Equipment:

iv) Survey / DGPS Software:

v) Main Seismic Recording Equipment:

- Make
- Model
- Year of manufacture

vi) Field Electronics:

- Make
- Model
- Year of manufacture
- Nos. to be deployed

vii) Marsh low distortion Geophones:

- Make
- Model
- Year of manufacture
- No. of groups to be deployed

viii) Cables:

- Make
- Model
- Year of manufacture
- Nos. to be deployed

ix) Hydrophones:

- Make
- Model
- Year of manufacture
- Nos. to be deployed

- x) Portable Drilling Rigs:**
- Make
 - Model
 - Year of manufacture
 - Nos. to be deployed
- xi) Software for QC Processing:**
- xii) Software for seismic design, planning and management:**
- xiii) Other related software (like mapping/plotting):**
- xiv) Hardware configuration for QC processing system:**
- xv) PCs to be used:**
- xvi) Other accessories:**
- Make
 - Model
 - Year of manufacture
 - Nos. to be deployed
- xvi) Radio Sets and other wireless sets with license:**
- xviii) Maintenance equipment:**

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## **PART-3**

### **SECTION-III**

#### **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

##### **1.0 BRIEF OVERVIEW OF WORK:**

- 1.1 Oil India Limited intends to acquire approximately 396 Sq. Km of 3D Seismic Data from its NELP-IX Block (AA-ONN-2010/2), which is a part of the Dhansiri Valley of Assam–Arakan Basin under the district of Karbi-Anglong in Assam, India. Details of the allotted work area and the line coordinates thereof are shown in para 3.8 in SECTION-II above.
- 1.2 The Contractor shall deploy requisite seismic Crew in the operational area, alongwith all equipment and personnel for completion of job execution strictly as per agreed timeline.
- 1.3 The Contractor shall plan and execute 3D Seismic Acquisition survey using appropriate methodology and explosive energy source with their personnel and equipment.
- 1.4 Planning and Quality Control of the seismic data acquisition is the responsibility of the Contractor. The Contractor shall provide necessary QC Processing System for quality control of seismic, experimental and topographic survey data. Company representatives shall also be associated with the work throughout the contract period for overall co-ordination of the activities.
- 1.5 The Contractor shall carry out experimental works in the area in consultation with Company representative(s), prior to commencement of actual data acquisition, to finalize the acquisition field parameters. The Contractor shall carry out high quality 3D Seismic Data Acquisition in an efficient manner with professional competence and provide Company with the best standards of work, customarily provided by reputed Geophysical Contractors to major upstream Oil Companies in the Industry.
- 1.6 After acquisition of the data, Contractor shall secure & duly pack the data tapes, cartridges, CDs/DVDs etc. and hand-over the same, together with other requisite technical information of the acquired data as per industry standards, at the office of GENERAL MANAGER (NEF), OIL INDIA LIMITED, NEF PROJECT, DULIAJAN-786602, DIST- DIBRUGARH, ASSAM, INDIA.
- 1.7 The contract shall be deemed to be completed when Contractor submits the Final integrated Acquisition & Operation Report and other ancillary deliverables including presentation to Company officials, if necessary as per terms of contract, and completes demobilization of their entire resources from site.

##### **2.0 VOLUME OF WORK:**

- 2.1 The Company intends to acquire 396 Sq. Km of 3D Seismic Data from its NELP-IX Block (AA-ONN-2010/2) in the state of Assam (North-Eastern parts of India), map & coordinates of which are shown in SECTION-II of this bidding document.



- 2.2 Company reserves the option to increase/decrease the quantum of work upto a maximum of 25% in the neighbouring areas of similar terrain conditions on mutually agreed rates, which should not be higher than the original contract rates, but on same terms & conditions with proportionate time extension/reduction as may be appropriate.

### **3.0 MOBILIZATION:**

- 3.1 Mobilization of equipment and crew shall be completed by the Contractor within a maximum period of Ninety (90) days from the date of Letter of Award (LOA) issued by Company, so as to complete the entire Data Acquisition within the stipulated time frame. Before commencement of the mobilization of equipment and crew, the Contractor is required to ensure that all expatriates engaged for the work are duly cleared by the appropriate Ministries of Govt. of India [viz; Ministry of Home Affairs (MoHA), Ministry of Defence (MoD), Ministry of External Affairs (MEA) etc. as applicable].
- 3.2 If required, Contractor shall make its equipment available in India for inspection by the Defence authorities and/or Customs authorities for security & clearance purposes respectively before the commencement of survey work. Before the commencement of the work, Company also reserves the right to inspect and approve Contractor's equipment & accessories after they are fully assembled and made ready for data acquisition. Technical and HSE audit may be undertaken.
- 3.3 Mobilization shall be deemed to be complete when the survey crew in the designated locations/site is in readiness, all equipment are fully tested, calibrated & put into operation, necessary experimental works are conducted and first regular production shot is taken and the same is accepted by the Company.
- 3.4 In case the scheduled mobilisation period of 90 days from the date of issue of LOA by Company falls within the monsoon break (June to October), the Contractor shall be allowed to complete mobilisation latest by end of that monsoon break (generally by end October) without attracting any liquidated damages and to commence the regular production shooting right from the beginning of field season, failing which liquidated damages shall be applicable.

### **4.0 SCHEDULE OF OPERATIONS:**

- 4.1 Contractor shall mobilize all their requisite resources including seismic acquisition crew in the area within ninety (90) days of Letter of Award issued by Company and shall successfully complete the entire assigned survey work within eighteen (18) operating months thereafter. The initial scheme of proposed survey work shall be finalized in consultation with Company and the field operations shall be planned accordingly. The map indicating survey area/coordinates shall be provided by Company to Contractor.
- 4.2 The schedule of field operations shall be finalized between Company's representative(s) and Contractor's Party Manager prior to or on the arrival of equipment & crew at the base station/area of operation. Company's representatives and Contractor's Party Manager shall jointly have the option of rescheduling the sequence of shooting during the course of work. Once the schedule of operations is finalized as above, neither Company (except as provided in the contract) nor Contractors shall modify or cancel any part or whole of the program, without mutual agreement.

- 4.3 Seismic data acquisition work **shall remain suspended during the monsoon period**. During the monsoon break (Monsoon period in the working area is generally from June to October of a calendar year), Contractor shall be responsible for safe keeping of all their resources/equipment. **Standby charges, Force Majeure charges or any other separate charges whatsoever shall not be payable by Company to the Contractor during monsoon break against this contract, unless specifically agreed for.**

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

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

**6.0 PROVISION OF PERSONNEL AND FACILITIES:**

- 6.1 The Contractor shall provide minimum Key Personnel for consultancy, quality control and data acquisition as per **ANNEXURE-I**.
- 6.2 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 unacceptable/undesirable in the opinion of Company.
- 6.3 The Contractor shall be responsible for providing entire requirements of the personnel engaged by them or by their sub-contractor, if any, under the contract including but not limited to their insurance, transportation (both air and land transportation as applicable), en-route expenses, boarding, lodging, medical, vacation, salaries, leave/off and other amenities like employment & termination benefits, all immigration requirements & taxes etc. as payable in India or outside at no extra charge to the Company. The personnel to be engaged by the Contractor for job execution under this contract shall remain the employees (temporary or permanent) of the Contractor or their sub-contractor, as the case may be, throughout the performance of this contract and shall not have any claim for employment or any service benefit from Company by virtue of their deployment for carrying out this contractual jobs.
- 6.4 Bidder shall furnish the list of equipment with type, make and year of manufacture with supporting documents along with their Technical Bid.
- 7.0 LABOUR:** Recruitment/deployment of the labourers shall be met from the areas of operation and wages shall 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.

- 8.0 CONFIDENTIALITY OF INFORMATION:** Information/data obtained by Contractor in the conduct of operations and the documents/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than Company's personnel. This obligation of Contractor shall be in force even after the termination of contract.
- 9.0 OBLIGATIONS OF THE CONTRACTOR:**
- 9.1 Contractor at their cost shall arrange for clearance of all equipment, spare parts, consumables etc. from customs and port authorities in India. Company will provide reasonable assistance as may be feasible, but the responsibility for clearance through Customs shall rest solely on the Contractor. Any demurrage in this process shall be at Contractor's cost.
- 9.2 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. Arrangement of Road Permits and payment of Assam Entry Tax for bringing Contractor's equipment/material to Work place shall be Contractor's responsibility.
- 9.3 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 all such items for uninterrupted operation. Contractor shall use cartridge tapes tested for zero error.
- 9.4 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.
- 9.5 All the field tapes of experimental data will be provided to Company at no extra cost.
- 9.6 Company representatives (2-4 Geophysicists) deputed for work association with Contractor's crews in field site camps and for quality check during the course of job execution should be provided with facilities like accommodation, boarding & lodging, office space (sitting arrangements), telephone and internet etc. during their QC work, for which no extra payment shall be made by Company to Contractor. Additionally, the Contractor has to arrange for a Personal Computer (PC), Printer, internet facility and FTP (File Transfer Protocol) facility, if asked for, to review the progress of the project through quality control and discussions/feedback to yield best results and to provide useful inputs during the project execution period. The camp facilities to the Company's representatives shall be at par with the party chief/senior expatriate staff.
- 9.7 Contractor shall arrange and provide two (2) vehicles (light passenger vehicles suitable for plying in difficult terrain) with driver, fuel, maintenance, repairs, etc. at their own cost during the contractual period exclusively for use of Company representatives.
- 9.8 Contractor shall ensure minimum 8 working hours work on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by the Contractor, but no payment will be due for the same and this cannot be carried forward to the next months.

- 9.9 Contractor shall keep all their equipment and accessories used in seismic data acquisition in good working order and shall begin the survey with adequate supply of spares for the equipment.
- 9.10 The Contractor shall arrange safe drinking water (bottled) and its transportation to camp/ site at their own cost.
- 9.11 The Contractor shall ensure for re-export of items, if applicable, on completion/ termination of the contract at their cost and complete all documentation as required within shortest possible time (not later than 90 days). Documentary evidences with respect to all such re-export formalities must be furnished to Company. Company will issue necessary certificates etc. as may be reasonably required for the purpose.
- 9.12 Any other works required for efficient and successful execution of contract shall be carried out by the Contractor, except those listed below in Clause No. 10.0 under the “obligations of Company”.
- 9.13 Contractor should provide the list of items as per Proforma-A (enclosed herein), if they propose to import any, for execution of the contract. As per prevailing Govt. policy, NIL rate of Customs Duty is applicable currently on import of items for petroleum exploration operations in India under NELP Blocks against Essentiality Certificate. However, if Customs Duty becomes payable against import of those items due to any change in Govt. policy during the currency of contract, the same shall be borne by the Company. Company's obligation for reimbursement of customs duty shall be limited / restricted to the applicable tariff rates on the CIF values of items as quoted by the Bidder in Proforma-A or on actual whichever is less, provided the Contractor submits undisputed and clear documents/duty assessment papers. However, any increase in customs duty due to increase in CIF value or on import of additional item (other than the items quoted in Proforma-A) shall be to Contractor's account.
- 9.14 The Contractor should use latest software packages and shall incorporate the up-gradation versions as and when available.
- 9.15 The Contractor shall furnish the list with Bio-data of their key personnel to Company prior to commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
- 9.16 The Contractor's expatriate and all technical personnel must be proficient in English. 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.
- 9.17 All claims for the loss or damage to standing crops, land or property, resulting directly from seismic data acquisition operations under the contract shall be borne and paid by the Contractor to such effected parties.
- 9.18 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.
- 9.19 Security for main base camp, explosives, escort for foreigners during field operations etc. shall be the sole responsibility of the Contractor. Contractor must provide adequate security including security of their equipment & fly camps etc. Contractor shall ensure accommodation, transportation and other facilities as may be necessary for the security personnel so that their services are available without any interruption during the period of data acquisition.

- 9.20 Armed security personnel for explosive during field operation shall also be provided by the Contractor. Contractor shall provide accommodation and transport with necessary camp amenities like firework etc. for armed security personnel. Necessary arm/ ammunition room and security hut (s) shall also be provided by the Contractor in the camp.
- 9.21 Contractor shall arrange for air-shipment/dispatch of field data to the Contractor's processing centre. However, Company will provide all support to obtain necessary clearances from authorities in Government of India, if required.
- 9.22 Contractor shall follow all health, safety and environmental (HSE) norms as prevalent in the geophysical industry globally.
- 9.23 Contractor shall provide the necessary Personal Protective Equipment (PPE) to their personnel as well as to OIL's representatives who shall be associated during the survey operations.
- 9.24 Contractor shall take necessary and adequate steps to protect environment and follow the statutory norms of State and Central Governments of India and obtain necessary permits/ licenses, if required any.
- 9.25 Contractor must have necessary license for operation of wireless sets in operational areas.
- 9.26 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 arrange at their cost the storage magazines also as per requirement. 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.**

#### **10.0 OBLIGATIONS OF COMPANY:**

- 10.1 Company shall be responsible for Petroleum Exploration License (PEL) for carrying out survey. Administrative help will be extended by Company for radio frequency clearance and permits for the expatriates as may be required for the operations.
- 10.2 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.
- 10.3 CUSTOMS DUTY: Company shall provide on request recommendatory letter to Directorate General of Hydrocarbons, New Delhi (DGH) for issuance of Essentiality Certificate (EC) for Contractor to import goods (if quoted in Proforma-A) on concessional (Nil) rate of customs duty.
- 10.3.1 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for reimbursement of the same, provided Contractor furnishes all necessary documents. Company's obligation for customs duty payment shall be limited/restricted to the tariff rates on the CIF value of items included in Proforma-A or at actuals whichever is less. For this purpose, the CIF value of

items in Proforma-A shall be frozen and any increase in customs duty on account of increase in value on these shall be to the Contractor's account.

10.3.2 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.

10.4 Company shall pay Contractor in accordance with the terms & provisions of the contract and as may be due from time to time.

#### **11.0 PROTECTION OF ENVIRONMENT:**

11.1 In performance of the Contract, the Contractor shall carry out the services with due regard to concerns with respect to protection of the environment and conservation of natural resources, flora & fauna and shall in particular comply with the requirements of applicable laws, rules & regulations promulgated by the Government from time to time.

11.2 The Contractor shall;

- a) employ modern oilfield and petroleum industry practices and standards including advanced techniques, practices and methods of operation for the prevention of Environment Damage in conducting its Operations;
- b) take necessary and adequate steps to;
  - i) prevent Environmental Damage and, where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential 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

11.3 If the Contractor fails to comply with the provisions hereof or materially contravenes any relevant law; and such failure or contravention results in substantial environmental damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.

#### **12.0 COMPENSATION FOR LOSS/DAMAGE TO 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 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.

**13.0 MOBILISATION PERIOD:** The Contractor must complete mobilisation of their resources within ninety (90) days from the date of issue of LOA by the Company. In case the scheduled mobilisation of 90 days from LOA falls within monsoon season (June to October), then the Contractor shall be allowed to complete mobilisation positively by end of that monsoon break (generally by end October) and commence regular production shooting from the beginning of field season.

**14.0 DEMOBILIZATION FROM SITE:**

- 14.1 Demobilization shall be completed by Contractor within ninety (90) days of completion of the Project and/or expiry/termination of the contract, as the case may be. Contractor must remove all their resources from site and all originals, copies of maps, documents & acquisition deliverables including other data supplied to them or generated by them in connection with the work performed must be handed-over to Company with due earnest as these are the absolute property of Company.
- 14.2 All equipment, accessories & consumables etc. if brought into India on re-exportable basis any, shall be re-exported by the Contractor upon demobilization from site, except the consumables & spares actually consumed during the performance of the contract.

**(END OF SECTION-III)**

## **PART-3**

### **SECTION-IV**

#### **SCHEDULE OF RATES**

The bidder shall quote the following rates in their price bid as per format attached herein vide PROFORMA-B in PART-4. Quantities mentioned therein are tentative and valid only for Bid Evaluation purpose. However, the payments shall be made on the basis of actual work done/executed by the Contractor and all “DAY RATE” charges shall be pro-rated and payable upto the nearest full hour for part thereof.

#### **DESCRIPTION OF CHARGES FOR 3D SEISMIC DATA ACQUISITION:**

##### **1.0 MOBILISATION CHARGES:**

- i) Mobilization charges shall be quoted on all inclusive lump-sum basis covering all the expenditure to be incurred by the Contractor for initial deployment of their entire resources including personnel & materials in the operational area, required for orderly execution of this contract within the agreed time frame. Onetime payment of mobilisation charges shall be made by Company at the beginning, only after due certification by Company representative regarding successful completion of Mobilisation as per terms of the contract.
- ii) Mobilization charges should cover all local and foreign costs to be incurred by the Contractor for the initial movement to the site like transportation charges, freight & insurance etc. and shall also include all local taxes, duties, levies & fees, including State Entry Tax, port fees, clearance fee & demurrage and other charges as may be in force. However, applicable Service Tax and Customs Duty shall not be included in quoted rates, as the same shall be extra to Company account.
- iii) Mobilization charges shall become payable only when all equipment and crew are positioned at the appointed site free from all defects/encumbrances and duly certified by the Company's representative that the Contractor is in a position to undertake/commence the work assigned under the contract.
- 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 in the area and the same is accepted by Company.
- v) Payment towards “**Mobilization Charges**” shall be restricted to maximum 10 % (ten percent) of the total estimated contract value, which the bidder should note while quoting the mobilization charges, else their offer shall be liable for rejection.

##### **2.0 RATE FOR EXPERIMENTAL SHOOTING:**

The rate for experimental works to determine the optimum field parameters prior to regular production shot shall be quoted on all inclusive per day basis. Experimental work shall be carried out for 10 hrs per day excluding travel time in the field and likely to be completed within 2-3 days. If the experimental work is done on a part of the day, payment shall be done on pro-rata basis for hours certified by the Company's representative.



### **3.0 RATE FOR 3-D SEISMIC DATA ACQUISITION:**

- i) The Operating Charges for acquiring 3D Seismic data shall be quoted on per Sq. Km (square Kilometer) basis, which shall be payable against Contractor's monthly running invoices for the data acquired and accepted during the month as to be certified by Company Representative.

For the purpose of payment against this contract, the number of Sq. Km of 3D data acquisition shall be determined as under:

$$\text{No. of Sq. Km} = \frac{\text{Number of Good Shots** (accepted by Company)}}{\text{Shot Density*}}$$

(No. of Sq. Km covered = No. of Good shots taken or Accepted Shots divided by Shot Density).

\*The Shot Density will be fixed during experimental shooting.

\*\*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.

- ii) Operating charges should include all the charges for the equipment/accessories, cost of fuel, spares, preventive maintenance, mob/demob. of on/off crews, consumables to and fro transportation, messing, camp establishment/maintenance and repair of support infrastructure, shifting of camp, compensation for crop and property damages, medical of personnel, hire of any support infrastructure, pass crossing, etc., and including income tax, other local taxes and fees which are the Contractors liability.

### **4.0 CHARGES FOR UPHOLE SURVEY:**

Operating Charges shall be paid for every Uphole drilled, up to a depth of 40 mtrs., data recorded, all related stationery/media of recording, field set ups and data analysed and submitted to Company during the month. However, actual depth of Uphole will be decided after experimentation in consultation with Company's Geophysicist. The Uphole survey should be planned ahead of production shooting of a particular profile in consultation with onsite Company Representative so that the analysis of UPHOLE should be available for selection of optimum shot hole depth and other quality control measures during recording. The bidder has to quote for UPHOLE SURVEY considering every Uphole to be drilled up to a depth of 40 mtrs. However the payment will be made on prorate basis as per actual drilling meterage.

### **5.0 CHARGES FOR LVL SURVEY:**

Wherever the adequate depth for the up-hole survey is difficult to achieve, the Contractor shall carry out shallow refraction or LVL survey at an interval of 500m along the planned track which will be done in concurrence with Company representative in writing. Operating Charges shall be paid for every LVL completed, data recorded, all related stationery/media of recording, field set ups and data analysed and submitted to Company. The LVL survey should be planned ahead of production shooting of a particular profile in consultation with onsite Company representative so that the analysis of UPHOLE/LVL should be available for selection of optimum shot hole depth and other quality control measures during recording. **Four (4) LVLs shall be equivalent to one (1) Up-hole.**

## **6.0 RATE FOR FIXING REFERENCE POINT BY DGPS:**

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

## **7.0 STAND-BY DAY RATE:**

- 7.1 Bidders are requested to quote Stand-by Day Rate on per day of 24 hours basis and it should include all costs expected to be incurred by the Contractor for remaining on standby mode at site as per written instruction by Company Representative or for the reasons attributable to Company as identified below.
- 7.2 The Stand-by Charge shall be applicable during the operating months only (period of job execution) at site only after the start of regular production shooting/actual data acquisition, provided the Contractor is not permitted by Company to carry out the operation on account of the following reasons or otherwise:
- i) Lack of instruction, maps & plans from Company
  - ii) Non-compliance in providing required documents/permits/licenses etc. by Company as per terms of contract.
  - iii) Any other non-fulfillment of Company's obligations leading to suspension of work.
- 7.3 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. Standby Day Rate shall not be applicable during monsoon breaks.
- 7.4 During the period of job execution in operating months, if the survey work is entirely suspended by written order of Company Representative and the Contractor is kept in Standby mode for the reasons solely attributable to Company, the duration of contract shall be automatically extended without attracting any penalty or liquidated damages for the time actually lost by Contractor on account of such Standby period.

## **8.0 FORCE MAJEURE DAY RATE:**

Force Majeure Charges shall be quoted on all inclusive per day of 24 hours basis. Force Majeure day rate shall be applicable during the Force Majeure situation only, if arises any during the period of job execution (during field season) after mobilisation at site and payable on per day of 24 hours basis upto a maximum of fifteen (15) consecutive days in each occurrence, pursuant to clause No. 11.0 in Section-I, PART-3. Payment will also be made on pro-rata per hour basis for part of a day, if any. However, Force Majeure Day Rate shall not be applicable during monsoon breaks.

## **9.0 DEMOBILISATION CHARGES:**

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

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

- The Contractor shall demobilise all their equipment, spares and consumable within 90 days of effective date of demobilization and complete re-export formalities, if applicable any.
- The Contractor shall leave all camp sites and establishment in the operational area free of debris and restore to original condition.
- The Contractor shall produce the following documents alongwith the invoice for demobilization charges to the satisfaction of the Company of having cleared all their liabilities:
  - (a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with clause No. 12.0 in Section-III, PART-3.
  - (b) Tax clearance certificate from Income Tax Department or an undertaking in lieu thereof regarding clearance of dues toward Contractor's tax liabilities, their sub-contractor tax liabilities and towards tax liabilities of their expatriate persons and/or other employees.
  - (c) Proof of completion of re-export formalities, if applicable.

**10.0 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 or Standby situation as above) 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 NOTE:** Bidders should indicate name and address of their Indian agent if any and also should specify the percentage of commission if payable to the Indian Agent against the contract. Such agency commission must be included in the quoted rates. In case no Indian agent commission is involved against this contract, then it should be shown as "NIL".

**(END OF SECTION-IV)**

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## **PART-4**

### **PROFORMA AND ANNEXURES**

This Section contains all the **PROFORMA** and **ANNEXURES** as referred in the Bid Document including the Price Bid Format, List of Equipment, List of Manpower per crew and Integrity Pact etc. Bidders must carefully take note of the same, fill up accurately as asked for and submit alongwith their Bid.

### **PROFORMA-A**

**TENDER NO.: CNG0244L16**

**LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)**

**TO BE IMPORTED IN CONNECTION WITH EXECUTION OF THE CONTRACT  
SHOWING CIF VALUE.**

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

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

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

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

**Seal of the Bidder:**

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PROFORMA-B**PRICE BID FORMAT**
(3D SEISMIC DATA ACQUISITION)**Tender No.: CNG0244L16****(Specify Currency)**

Srl. No.	Item Description	Unit	Quantity (a)	Unit Rate (b)	Amount (c)=(a)X(b)
1	Total Mobilisation Charges	Lumpsum	1		
2	Day Rate for Experimental Shooting	Day	5		
3	Charges for 3D Seismic Data Acquisition	Sq. Km	396		
4	Charges for Uphole Survey	Location	396		
5	Charges for Fixing Reference Points	Point	200		
6	Standby Day Rate	Day	10		
7	Force Majeure Day Rate	Day	10		
8	Total Demobilization Charges	Lumpsum	1		
TOTAL EVALUATED CONTRACT VALUE (Sum Total of above) :					

Notes:

- The lump-sum Mobilization Charges must be restricted within 10% of the Total evaluated contract value, failing which the bid will be rejected.
- The Company will not be liable to pay any Standby/Force Majeure Charges for Equipment and Crew to the Contractor during off-season (i.e. Monsoon Break)
- Cost of Explosive & Detonators required for the survey and expenses towards compensation of damage to crops/aquaculture/property etc. to the farmers, other individuals or any other society must be included in Srl. No. 3 above i.e., Charges for 3D Seism Data Acquisition.
- For the purpose of payment, four (4) LVL points shall be taken as equivalent of one (1) up-hole point.
- The items referred above are to be read in conjunction with the Scope of Work and Schedule of Rates detailed in this tender document.
- All statutory taxes, duties and levies shall be borne by the Contractor, excluding Customs Duty and Service Tax. While the Customs Duty on goods to be imported (as identified by the Bidder in Proforma-A) shall be NIL, being NELP Block, the Service Tax shall be extra to Company account as applicable.

- g) Bidders are requested to quote against each above items. Incomplete bids shall be rejected straightway. Bid in which the rate for any part of the work is not quoted by the Bidder shall be rejected. However, if no charge is involved as envisaged by the Bidder for any of the work, '**NIL**' should be mentioned against such part of the work.
- h) The quantities considered above are for bid evaluation purposes only. Payment shall be made against certification of Company Representative on the basis of actual job execution under the contract.

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder: _____

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PROFORMA-C

BID FORM

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

Sub: TENDER NO.: CNG0244L16

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 **90 days** calculated from the date of issue of LOA.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding **7.5% of evaluated contract value for one year** as per tender stipulation towards 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 _____ 2016.

Authorised Person's Signature: _____

Name: _____

Designation:_____

Seal of the Bidder:

⌘⌘⌘⌘⌘⌘⌘⌘⌘⌘

TENDER NO.: CNG0244L16

STATEMENT OF COMPLIANCE

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 prior to/during the scheduled Pre-Bid Conference. After processing such suggestions from bidders, OIL may communicate the changes, agreed if any, through amendment to tender document, subsequent to which no exception/deviation shall be accepted.

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submitted as part of their Technical Bid. If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted alongwith the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender stipulations, which shall be binding on the bidder irrespective of anything otherwise mentioned elsewhere in their bid.

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

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their Bid 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.: CNG0244L16**.

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 \_\_\_\_\_ 2016.

THE CONDITIONS of these obligations are:

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

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

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

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

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

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

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

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

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.

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

**FORM OF PERFORMANCE BANK GUARANTEE**

To:  
M/s. OIL INDIA LIMITED,  
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 **3 months** after Contract completion date).

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

Date .....

Place \_\_\_\_\_

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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 No. CNG0244L16**. 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.

XXXXXXXXXXXXXXXXXXXX

PROFORMA LETTER OF AUTHORITY

TO
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

SUB: OIL's TENDER NO. CNG0244L16

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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**TENDER NO. : CNG0244L16**

**EQUIPMENT AND ACCESSORIES TO BE DEPLOYED PER CREW**

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.

**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 cable-less 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 396 Sq. Km. of seismic data with defined parameter in **Eighteen (18) 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 along with 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 is 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 12 (twelve) 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 difficult hilly terrain. **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.**

The bidder shall decide and deploy the requisite quantity and type of shot hole drilling rigs, man portable/ truck mounted equipment and accessories, to drill shot holes in forest covered areas/ river beds etc. (for loading explosives in couplable plastic tube of 3.0" dia.). The shot hole drilling equipment must be in perfect working condition. The perishable material e.g. rubber/plastic/canvass pipes and nylon casings etc. should be new.

**F. COMPUTING:**

Stand-alone workstations with adequate RAM, disk-space for the following software packages – **Not more than three (3) years old as on bid closing date.**

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

The workstation needs to be connected to color plotter, line printers and IBM 3592/DVD/DLT/LTO-4 cartridge drive for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.

**G. EQUIPMENT FOR FIELD 3D DATA PROCESSING:**

Full-fledged 3D Seismic Data Processing software for QC processing of acquired 3D seismic data.

The hardware (CPU Type and MHz, RAM & Hard Disk Capacity), ancillary equipment (Printers, Plotters, Tape Drives, Networking etc. with Brand and Model), etc. – **Not more than three (3) years old as on bid closing date.**

The Field Processing Software Version (Seismic Processing packages alongwith version, date of release) – **Not more than three (3) years old as on bid closing date.**

**The field processing software must be capable of processing 3D Seismic Data upto Post-Stack Migration.**

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

#### **H. TRANSPORT EQUIPMENT:**

The bidder has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, to carry out seismic survey in such hilly areas. All the available indigenous transport has to be arranged locally. All the transports must be in perfect working condition and meet all the desired specification including insurance and the requisite licenses for the purpose of use.

It may be noted that the local / private workshops available around the survey area, have the capability for minor repair of indigenous vehicles only. Any specialized workshop/tools, if required, are to be arranged by the bidder. List of any import in this connection must be provided in the technical bid and with the CIF value in the commercial bid.

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**TENDER NO.: CNG0244L16****LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR  
FOR SEISMIC DATA ACQUISITION PER CREW**

| <b>Srl. No.</b> | <b>Position</b>            | <b>Minimum Work Experience</b>                                                                                      | <b>No. of Personnel /Crew</b> |
|-----------------|----------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1               | Supervisor                 | Seven (7) Years in 2D/3D Seismic survey (of which minimum three years as Party Chief/ Supervisor)                   | One (1)                       |
| 2               | Party Chief                | Five (5) Years in 2D/3D Seismic survey (of which minimum three years as Party Chief/ Supervisor in 3D Seismic crew) | One (1)                       |
| 3               | Seismologist               | Three (3) Years as Seismologist                                                                                     | One (1)                       |
| 4               | QC Processing Geophysicist | Three (3) years in Acquisition & Data Processing.                                                                   | One (1)                       |
| 5               | Sr. Observer               | Three (3) years as Observer in seismic crew                                                                         | Two (2)                       |
| 6               | Instrument Technician      | Three (3) years as Instrument Technician in Seismic crew                                                            | One (1)                       |
| 7               | Sr. Surveyor               | Three (3) years as Surveyor in seismic crew                                                                         | Three (3)                     |
| 8               | Drilling Supervisor        | Three (3) years as Drilling Supervisor in seismic crew                                                              | Three (3)                     |
| 9               | HSE Specialist             | Three (3) years as HSE Specialist in seismic crew                                                                   | One (1)                       |

**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.



**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 Hiring of 3D Seismic Data Acquisition Service. 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 & exclusion from future Contracts**

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the Company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

#### **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

Place. DULIAJAN  
Date .....

Witness 1: .....  
Witness 2: .....

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**NAME OF INDEPENDENT EXTERNAL MONITOR:**

Shri Rajiv Mathur, IPS (Retd.)  
E-mail: rajivmathur23@gmail.com

**END OF PART – 4**

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