



NEF PROJECT

P.O. - Duliajan, Pin -786 602
Dist.-Dibrugarh, Assam,
INDIA
E-mail: nef@oilindia.in
TEL: (91) 374-2807461/62
FAX: (91) 374-2801799

e-Tender No. : CNG0388L16

1.0 This Tender for Processing & Interpretation of 600 Sq. Km of 3D Seismic Data acquired based on Seisloop Technique from NELP-VI Block: MZ-ONN-2004/1 in Mizoram, India has been primarily addressed to the following short-listed parties.

- (i) M/s. CGG Services India Pvt. Ltd., Navi Mumbai
- (ii) M/s. Tutkovsky Integrated Solutions LLC., Ukraine
- (iii) M/s. Geofizyka Krakow SA, Poland
- (iv) M/s. Geofizyka Torun SA, Poland
- (v) M/s. Absolute Imaging Inc., Canada
- (vi) M/s. Samit Enterprises Pvt. Ltd., Gurgaon
- (vii) M/s. DMT Petrologic, Germany
- (viii) M/s. TEEC Solutions GmbH, Germany

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 10th March, 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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ऑयल इंडिया लिमिटेड  
( भारत सरकार का उद्यम )  
**Oil India Limited**  
(A Government of India Enterprise)

*Conquering Newer Horizons*

**NEF PROJECT**

P.O. - Duliajan, Pin -786 602

DIST.- DIBRUGARH, ASSAM, INDIA

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

TEL: (91) 374-2807461/62

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**COVERING LETTER**

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

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**Sub: E-Tender No. CNG0388L16 for 3D Seismic Data Processing & Interpretation Services of 600 Sq. Km land seismic data acquired recently from NELP-VI Block (MZ-ONN-2004/1) in Mizoram, India using SEISLOOP Technique.**

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 is at Kolkata.
- 2.0** In connection with its petroleum exploration activities in NELP-VI Block: MZ-ONN-2004/1 in the state of Mizoram, 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 meeting Bid Rejection Criteria (ref. PART-2 herein) for 3D Seismic Data Processing & Interpretation Services.
- 3.0** Bidders meeting the qualifying criteria as set out in PART-2 (Bid Rejection Criteria/Bid Evaluation Criteria) are invited to submit their most competitive online bids on or before the scheduled bid closing date and time. For ready reference, few salient points (covered in detail in this Bid Document) are highlighted below:

|        |                                       |                                                                                                                                                                                     |
|--------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)    | IFB No./E-Tender No.                  | : CNG0388L16 dated 29.02.2016                                                                                                                                                       |
| (ii)   | Type of Bidding                       | : Online-Single Stage-2 (Two) Bid System                                                                                                                                            |
| (iii)  | Tender Fee                            | : Not Applicable                                                                                                                                                                    |
| (iv)   | <b>Bid Closing Date &amp; Time</b>    | <b>: 30<sup>th</sup> March, 2016 (11:00 HRS IST)</b>                                                                                                                                |
| (v)    | Technical Bid Opening Date & Time     | : 30 <sup>th</sup> March, 2016 (14:00 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\$ 38,500.00 <b>OR</b><br>INR 25,00,000.00                                                                                                                                      |
| (x)    | Amount of Performance Guarantee       | : 7.5% of the estimated Contract Cost                                                                                                                                               |
| (xi)   | Duration of the Contract              | : Twelve (12) months from the date of award of contract (LOA).                                                                                                                      |
| (xii)  | Quantum of Liquidated Damage          | : 0.5% of total evaluated contract value for delay per week or part thereof, subject to maximum of 7.5%                                                                             |
| (xiii) | Original Bid Security to be submitted | : General Manager (NEF)<br>NEF PROJECT, OIL INDIA LIMITED<br>DULIAJAN - 786 602, ASSAM, INDIA                                                                                       |
| (xiv)  | Integrity Pact                        | : Must be digitally signed & uploaded alongwith the Techno-commercial 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 under **PART-2** herein 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 10th March, 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 **29<sup>th</sup> February, 2016 and 10<sup>th</sup> March, 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/026/2015 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 10<sup>th</sup> March, 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](mailto:arupsarmah@oilindia.in) or phone: 09954486025 (mob).
- (b) Mr. Balen Bharali, Dt. Manager (ERP-MM) at [balen\\_bharali@oilindia.in](mailto: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](mailto:unjena@oilindia.in) or [anborthakur@oilindia.in](mailto:anborthakur@oilindia.in).

## 5.0 **IMPORTANT NOTES:**

- 5.1 Prospective Bidders applying afresh within 10<sup>th</sup> March, 2016 shall be permitted to upload their bids, subject to qualification and issue of USER-ID & PASSWORD by Company. The short-listed eight (8) bidders against EOI, 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. Competitive Bids (Technical Bid as well as Priced Bid) must be submitted on-line under single stage two bid system through OIL's e-Tendering Portal upto **11:00 hrs (IST)**(Server Time) of the **bid closing date** as mentioned above. 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 at Duliajan or for any other reason, the bids shall be received upto 11:00 hrs. (IST) and opened at 14:00 hrs. (IST) on the following full-working 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 bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.1 Tender 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 026/2015 and subsequent applications/qualification, if any. Unsolicited bids shall be rejected straightway.

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

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

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

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by issuing an Addendum.
- 3.2 The Addendum shall then 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 Company has issued the Bidding Document 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 in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also 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 BIDS**

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

- 4.1 **BIDDER'S/AGENT'S NAME & ADDRESS**: Bidders should 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.

**5.0 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/Non-compliance as per **Proforma-D** under **PART-4**.
- (v) **Proforma-A** of **PART-4** showing the items to be imported, if any, **without showing the rates/cost details/value** therein.
- (vi) Copy of Bid-Form without indicating prices in **Proforma-C** of **PART-4**
- (vii) Copy of Price bid format **without indicating prices** (**Proforma-B** in **PART-4**)
- (i) Integrity Pact digitally signed by OIL's competent personnel as **ANNEXURE-A** in **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 available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:

- (i) Bid Form as per **Proforma-C** in **PART-4** duly incorporating the value and other particulars.
- (ii) Price-Bid as per **Proforma-B** in **PART-4** duly incorporating the rates, amount and total value etc.
- (iii) Estimated CIF value etc. as per **Proforma-A** in **PART-4**, duly incorporating details in each column.

The Priced Bid shall contain the prices alongwith the currency quoted and any other commercial information pertaining to the services offered.

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

## **7.0 BID PRICE:**

- 7.1 Prices must be quoted by the Bidders as per the “Price Bid Format” available in attachment form under “Notes & Attachment” Tab in OIL’s E- Tender Portal. Unit prices must be quoted by the bidders, both in words and in figures and the Price Bid is to be uploaded in attachment form.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account whatsoever.
- 7.3 All Duties (except Customs Duty) and Taxes (excluding Service Tax) including Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is issued, shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 7.4 **Customs Duty:** The services under this Contract shall be carried out in connection with petroleum exploration in NELP Block (MZ-ONN-2004/1) and therefore, the items/equipment to be imported for execution of this Contract is exempted from 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 applicable, 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 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 on Company’s account. However, liability for payment of the service tax in case of Indian bidder and overseas bidders having offices 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 price.
- 8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

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

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



## **10.0 BID SECURITY:**

- 10.1 Pursuant to Clause 5.0 above, the Bidder shall furnish Bid Security in the amount as specified in the "Covering Letter".
- 10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Sub-Clause 10.9 below.
- 10.3 The Bid Security shall be submitted in the name of the Bidder/lead Bidder and in one of the following form:

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

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

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

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

- 10.4 The **Original Bid Security** (in hard copy) as above must reach the office of General Manager (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 the General Manager (NEF) on or before 14:00 hrs. (IST) on the scheduled date of opening of the tender. Company shall not be however responsible for any postal delay/transit loss. Timely delivery of the bid security is the responsibility of the Bidder.

The **original Bid Security** is to be submitted alongwith a covering letter mentioning Bidder's name and address in a sealed envelope super-scribing the e-Tender Number 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 Techno-commercial bid documents.

- 10.5 Any bid not secured in accordance with Sub-Clauses 10.1 through 10.4 shall be rejected by the Company as non-responsive.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing the contract and furnishing the performance security.

- 10.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.9 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:
    - i) To accept the LOA issued by Company within the period of bid validity and/or to sign the contract within reasonable time or as notified in the LOA.
    - ii) To furnish Performance Security.
    - iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.
- 10.10 In case any bidder withdraws its bid during the period of bid validity, the Bid Security shall be forfeited and the party shall be debarred for a period of 2(two) years.
- 10.11 **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 180** days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Clause 10.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**C. SIGNING & SUBMISSION OF BIDS**

**12.0 SIGNING OF BID:**

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

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

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

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

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

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

- 13.1 Bidders are requested to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid document or submission of online offers not substantially responsive to the tender in all respect will be at the bidders' risk and may result in rejection of its bid without seeking clarifications.
- 13.2 The tender is processed under Single stage - Two bid system. Bidder shall submit their "Technical bid" and "Priced bid", both online, alongwith all the Annexure and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of online Bids at OIL's E-Tender Portal, detailed instructions are available in the **"HELP DOCUMENTATION"** in OIL's E-Tender Portal. 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 as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

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

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

Against this tender, either the Indian agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

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

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

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

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

Normally no request for extension of Bid Closing Date & Time will be entertained. However, Company at its option may extend the Bid Closing Date and/or Time for any reason as may be considered appropriate. 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 bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

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

- 18.1 Company will open the Bids in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 18.2 Bid for which an acceptable notice of withdrawal is received pursuant to Clause 16.0 above shall not be considered for opening. After opening, Company will examine bids to determine whether they are complete, whether requisite Bid Securities & Integrity Pact have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 18.3 At bid opening, Company will announce the 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 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 shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 18.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, 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.
- 18.7 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.
- 18.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**19.0 OPENING OF PRICE BIDS:**

- 19.1 Company will open the Price Bids (Commercial Bids) of the technically qualified Bidders only, on a specific date in presence of interested qualified bidders, if they attend. All such qualified Bidders will 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 will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bids will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

- 20.0 CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange (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 PROFORMA-B in 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. A condition to this effect would be incorporated by the Company in the contract.

**23.0 CONTACTING THE COMPANY:**

**23.1** Except as otherwise provided in Clause 18.5 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

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

**D. AWARD OF CONTRACT**

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

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

**26.0 NOTIFICATION OF AWARD:**

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

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

**26.3** Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 28.0 herein below, the Company will promptly discharge the Bid Securities of all un-successful Bidders, pursuant to Clause 10.0 hereinabove.

**27.0 SIGNING OF CONTRACT:**

**27.1** At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid 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 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 to Company the Performance Security for an amount 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) or an irrevocable Letter of Credit (L/C) as per **Proforma-F** in PART-4 herein or in any other format acceptable to the Company and should be from any of the following Banks:

- 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

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

- 28.2 The Performance Security specified above must be valid for three (3) months beyond the Contract duration. The Performance Security shall be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 28.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 28.4 The Performance Security shall not accrue any interest during its period of validity or extended validity.
- 28.5 Failure of the successful Bidder to comply with the requirements of Clause 27.0 and/or 28.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2 (two) years from the date of default.
- 29.0 CREDIT FACILITY:** Bidders should indicate clearly in the bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.



### 31.0 INTEGRITY PACT:

31.2 Company has appointed Shri R. Mathur, IPS (Retd) as Independent External Monitor (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in Company. Bidders may contact the Independent Monitor for any matter related to the Tender at the following addresses:

- 32.0 LOCAL CONDITIONS:** It is imperative for the Bidders to fully inform themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document. The bidders shall be deemed prior to submitting their bids to have satisfied themselves of the all aspects covering the nature of the work as stipulated in the Tender and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

**END OF PART - 1**

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## **PART- 2**

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

- I. BID REJECTION CRITERIA (BRC):** The bid shall conform generally to the specifications and terms & conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. 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.
- A. TECHNICAL :**
- 1.0 **Experience of the Bidder:** The Bidder must have the following experiences during the **last seven (7) years** upto the date of this Tender.
- (a) The Bidder must be in the business of Seismic Data Processing at least during the last three (3) years calculated upto the date of Tender.
  - (b) The Bidder must have successfully executed at least one or multiple contract(s) of 3D Seismic Data Processing with a minimum cumulative volume of 2000 Sq. Km, out of which at least fifty percent (50%) should be in 3D Land Seismic Data Processing.
  - (c) The Bidder should have completed at least one (1) project of 2D/3D Seismic Data Processing pertaining to fold/thrust belt area.
  - (d) The Bidder should have completed at least five (5) projects of 2D/3D Seismic Data Interpretation, out of which minimum one (1) project should be for fold/thrust area.
  - (e) The Bidder should have experience of Processing of Beam Migration/Shot WEM and Reverse Time Migration (RTM).
- 2.0 Bidder's average annual financial turnover during the last three (3) accounting years as on the technical bid closing date shall be minimum INR 7.52 Crore (or US\$ 1.14 Million) with positive net worth.
- 3.0 The Bidder must identify a state-of-the-art Data Processing Centre (**not essentially but preferably in India**) and a Data Interpretation Centre for this Project. The Data Processing and Data Interpretation Centers must be complete with all hardware & software for successful execution of the jobs intended under this tender. Details of the proposed Data Processing Centre and Data Interpretation Centre alongwith the available hardware & software packages therein for use in this Project must be furnished as part of the Technical Bid. The Company reserves the right to inspect these facilities to assess suitability.
- 4.0 The bidder shall confirm categorically that they will deploy the personnel as per **Attachment-I** in PART-4 and equipment meeting minimum requirements for job execution, in the event of award of contract, failing which their offer shall be rejected.

- 5.0 The bidder must confirm categorically in their bid that they will collect the acquired data from Company's Office at Duliajan, Assam and commence data processing jobs within **thirty (30) days** from the date of issue of Letter of Award (LOA) by Company.
- 6.0 In case the Bidder is a Consortium of Companies, the Leader of the Consortium should satisfy the minimum requirements as per Clause No. 1.0 (a), (b), (c) & (e), 3.0 and 5.0 above. However, either of the Consortium members shall have to meet the criteria mentioned in Clause No. 1.0 (d), 2.0 & 4.0 above. 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 shall also be submitted only in the name of the leader of consortium on behalf of the consortium.
- 7.0 In case the Vendor is an Indian Company/Indian joint venture Company, either the Indian Company/Indian joint venture Company or its technical collaborator/joint venture partner shall individually meet the criteria laid down in Clause No. 1.0 (a) to (e), 3.0, 4.0 and 5.0 above. However, the Indian Company/Indian joint venture Company must meet the financial turnover criteria mentioned in Clause No. 2.0 above.
- 8.0 Acceptable Memorandum of Understanding (MOU) has to be made between consortium members/joint venture partners/technical collaborator (as the case may be), clearly defining the role/responsibility (scope of work) of each partner/member, binding the members jointly and severally to all obligations under the contract, if awarded. The MOU should be addressed to OIL and shall remain valid and binding for the entire period of Tender/contract.
- 9.0 Bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.0 above can also bid, provided the Bidder is a 100% subsidiary company of the parent company which meets aforesaid experience criteria. In such cases, as the subsidiary company is dependent on the experience of parent company, with a view to ensure commitments and involvements of the parent company for successful execution of the contract, if awarded, the participating Bidder shall have to furnish an agreement/MOU between the parent company and the subsidiary company as per **Attachment-V** in PART-4. Also, a Corporate Guarantee as per **Attachment-VI** in PART-4 must be furnished from the parent company to OIL for fulfilling contractual obligations under the contract, if awarded.
- 10.0 OIL also approves in-principle to consider Bids from parent/subsidiary company (ies)/sister subsidiary companies based on experience/capabilities of any of them, provided all the companies referred to in the tender are controlled by a single parent company and they agree for joint and several responsibility including corporate guarantee as per **Attachment-VI** in PART-4 for successful execution of the contract.
- 11.0 Any party who is extending technical support by way of entering into technical collaboration with another party shall not be allowed to submit an independent Bid against a particular tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against a tender shall be rejected.

12.0 **Documents/Information:** Bidder must furnish documentary evidences/ information, alongwith their techno-commercial Bid, in the same order as set out herein below from (a) to (i) in support of fulfilling the aforesaid minimum qualifying criteria, without which the Bid will be rejected.

(a) **Work experience of Bidder:** Pursuant to Clause No. 1.0 (a), (b), (c) & (d) above, a Statement to be furnished by the Bidder in tabular form as per **Attachment-II** in PART-4. 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 reference number of Contract/ Agreement 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.

(b) Pursuant to Clause No. 1.0 (e) above, the Bidder may provide papers published/presented by their experts in international journals/conferences as documentary evidences towards **Beam Migration/Shot WEM** and **Reverse Time Migration** (RTM).

OR

A Certificate issued by Clients for which the expert has carried out Beam Migration/Shot WEM and Reverse Time Migration (RTM) jobs.

(c) **Financial Turnover of Bidder:** Pursuant to Clause No. 2.0 above, 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 a Chartered Accountants' Certificate as per format prescribed in **Attachment-III** in PART-4, alongwith the technical bid.

(d) **Key Manpower:** Pursuant to Clause No. 4.0 above, Bio-Data and Experience details of the proposed key personnel for deployment must be submitted as per enclosed **Attachment-I** in PART-4, confirming that the requisite key personnel for job execution shall be deployed in the event of award of contract for 3-D Seismic (Seisloop) data processing and interpretation.

(e) Details of current work in hand and other contractual commitments of the Bidder for similar nature of jobs i.e; 2D or 3D Seismic Data Processing & Interpretation, if any, are to be submitted in a tabular form as per **Attachment-IV** in PART-4 alongwith copies of contracts/work order issued by Clients.

- (f) MOU document in support of Consortium arrangements/Joint Venture Partnership/Technical Collaboration, if any, or Corporate Guarantee pertaining to Clause No. 6.0 to 10.0 above as applicable.
- (g) Details of the Processing and Interpretation Centres of the Bidder with available Hardware/Software for the purpose of job execution in the event of an award of contract, pursuant to Clause No. 3.0 above.
- (h) An undertaking by the Bidder confirming that they will collect the acquired data from Company's office and commence Data Processing jobs within thirty (30) days of award of contract. It must also be confirmed by the Bidder that they are in a position to complete the entire processing & interpretation jobs of 600 Sq. Km 3D Seisloop data as per Scope of Work defined herein within **twelve (12) months** from the date of award of contract by Company.
- (i) MOU and Corporate Guarantee as per **Attachment-V** and **Attachment-VI** respectively as may be applicable.

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

2. All aforesaid documents must be self-certified/digitally signed by Bidder's authorized person. OIL reserves the right to verify the original documents also.

## **B. COMMERCIAL:**

- 1.0 Bids shall be submitted online under single stage two Bid system 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.
- 2.0 Bidder shall offer firm price. Costs/Rates quoted by the bidder must remain firm throughout the execution of the Contract and not subject to variation on any account.
- 3.0 Bids with shorter validity (i.e., less than **180 days** from the scheduled techno-commercial bid closing date) will be rejected as being non-responsive.
- 4.0 The original Bid Security shall be submitted by the bidder to the office of the GM (NEF), NEF Project, Oil India Limited, Duliajan – 786602, ASSAM, India in a sealed envelope and must reach before the Techno-commercial Bid Opening date and Time. The amount of Bid Security shall be as specified in the forwarding letter of the Bid Document. Any Bid received without the original Bid Security as above shall be rejected.
- 5.0 The Integrity Pact (ANNEXURE-A) must be submitted with the Techno-commercial 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 rejected straightway.
- 6.0 Bids not uploaded online within the stipulated bid closing date and time, but submitted in physical form shall not be considered.

- 7.0 Conditional offers shall not be accepted by Company.
- 8.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” i.e, **PROFORMA-B**; otherwise the Bid will be summarily rejected.
- 9.0 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 (PROFORMA-B) where no charge is involved/ envisaged by the bidder.
- 10.0 The bid documents are not transferable. Unsolicited Bids shall be rejected straightway.
- 11.0 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. One Indian Agent shall not be allowed to represent more than one Principal/OEM against a 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.
- 12.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- (i) Bid Security Clause
  - (ii) Performance Guarantee Clause
  - (iii) Force Majeure Clause
  - (iv) Tax Liabilities Clause
  - (v) Arbitration Clause
  - (vi) Acceptance of Jurisdiction and Applicable Law
  - (vii) Liquidated damage clause
  - (viii) Safety & Labour Law
  - (ix) Termination Clause
  - (x) Integrity Pact

**C. GENERAL:**

- 1.0 **PROFORMA-D:** The compliance statement should be suitably filled up by the Bidder and to be uploaded alongwith the Techno-commercial bid. Exception/ deviations 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.
- 2.0 To ascertain the substantial responsiveness of the bid, Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer shall be summarily rejected.
- 3.0 If any of the clauses in the BRC contradict with other clauses of tender document elsewhere, then the clauses in the BRC shall prevail.

- 4.0 Any exception/deviation to tender must be spelt out by bidder in their 'Technical Bid' only. Any additional information/terms/conditions furnished in 'Commercial (Priced) Bid' will not be considered by OIL for evaluation/ award of Contract.

## **II BID EVALUATION CRITERIA:**

- 1.0 The bids conforming to the technical specifications, terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to the Bid Rejection Criteria (BRC) will 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 will 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 will prevail.
- 3.0 For evaluation and comparison of bids, B.C Selling (market rate) of the State Bank of India prevailing one day prior to the price bid opening shall be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the day prior to the date of final decision shall be adopted for conversion in to single currency
- 4.0 To ascertain the inter-se-ranking, the comparison of the responsive bids shall be made subject to loading for any deviation. Commercial/Priced Bids shall be evaluated based on their rates quoted in the **"PRICE BID FORMAT"** as per **PROFORMA-B** by taking into account the summation of the following:

**Total Evaluated Contract Value "C" = A+B**

**Where: A (Cost for Data Processing) = A1 + A2 + A3 + A4 and  
B (Cost for Data Interpretation) = B1**

**A1: COST OF PRE-STACK TIME MIGRATION (PRE-STM) & DMO PROCESSING FOR 600 SQ.KM OF 3D SEISLOOP SEISMIC DATA.**

**A2: COST OF PRE-STACK DEPTH MIGRATION (PRE-SDM) FOR 600 SQ. KM OF 3D SEISLOOP SEISMIC DATA.**

**A3. COST OF BEAM MIGRATION/SHOT WEM FOR 300 SQ. KM OF 3D SEISLOOP SEISMIC DATA.**

**Note:** Against item Srl. No. "A3" (i.e., Charges for Beam Migration/ Shot WEM), in case a bidder quotes separate rates for Beam Migration and separate rate for Shot WEM, then whichever rate is quoted higher shall be considered for Bid Evaluation. However, Company reserves the right to decide for any one of them, as required during job execution, and payment shall be made accordingly at the respective rate quoted by the bidder.

**A4: COST OF REVERSE TIME MIGRATION (RTM) FOR 300 SQ. KM OF 3D SEISLOOP SEISMIC DATA.**

**B1: COST OF INTERPRETATION FOR 600 SQ. KM OF 3D SEISLOOP SEISMIC DATA.**

### General Notes:

- i) The items mentioned above are to be read in conjunction with Schedule of Rates and Price Bid Format, enclosed.
- ii) The quantities mentioned against each item in Price Bid Format (PROFORMA-B) are for bid evaluation purposes only. However, payment will be made on the basis of actual job execution under the contract.

**END OF PART – 2**

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PART- 3

SECTION - I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as respectively assigned below:

- (a) "**Contract**" means the agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**Contract Price**" means the price/rates payable to Contractor under the contract for full and proper performance of its contractual obligations;
- (c) "**Work**" means each and every activity required for the successful performance of the services described under Scope of Work/Terms of Reference/Technical Specifications in Section-II, Part-3.
- (d) "**Services**" means the work specified in Section-II, Part-3 and all other obligations to be complied with by the Contractor pursuant to and in accordance with the terms of this contract.
- (e) "**Company**" or "**OIL**" means Oil India Limited;
- (f) "**Company's items**" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract;
- (g) "**Company's Personnel**" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing this Contract). The Company representatives of OIL 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**" means the individual or firm or Body incorporated performing the work under this Contract;
- (j) "**Contractor's items**" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed herein under Scope of Work/Terms of Reference/Technical Specifications;
- (k) "**Contractor's Personnel**" means the personnel to be engaged by the Contractor from time to time to provide services as per the contract;
- (l) "**Day**" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs;

- (m) “**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;
- (n) “**Site**” means the land and other places, on/under/in or through which the works are to be executed by the Contractor;
- (o) “**Gross Negligence**” means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 2.0 **EFFECTIVE DATE, MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**
- 2.1 **EFFECTIVE DATE OF CONTRACT:** The Contract shall become effective as on the date Company notifies the Contractor in writing that it has been awarded the Contract. This date of issuance of Letter of Award (LOA) by Company will 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 action to mobilize all requisite hardware, software and desired personnel at its Work Centers and to collect the acquired field data from Company’s NEF Project Office at Duliajan, Assam, India. Contractor shall depute their competent authorized personnel on priority to Company’s Office for collection of field data & initial discussion, if any, within shortest possible time, so that the processing work can commence **within thirty (30) days of notification of award of contract.**
- 2.3 **DURATION/ COMPLETION OF CONTRACT:** The entire assigned work including submission of final integrated interpretation report and presentation on the same to OIL Officials at Duliajan/Delhi as detailed under Section-II in PART-3 shall be completed within a maximum period of **twelve (12) months from the date of LOA issued by Company.**
- 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. Applicable statutory clearances, if applicable any, 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 all areas as required for orderly performance of the work.
- 4.3 Supply/handover the acquired field data immediately to Contractor's representative for processing & interpretation as per provisions of contract.
- 4.4 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 it shall provide competent, qualified and sufficiently experienced personnel as specified in the 'Terms of Reference and Technical Specifications' 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 Geoscientists shall be deputed to Contractor's Work Centre(s) for work association at various stages as provisioned herein.

6.0 **WARRANTY AND REMEDY OF DEFECTS:**

- 6.1 Contractor warrants that it shall perform the Work 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. 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 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) is disclosed to Contractor in good faith by a third party who has an independent right to such information; or
 - v) is developed by Contractor independently of the information disclosed by Company; or
 - vi) 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, if 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 **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 the policy of the Government, 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 subcontractor, 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 the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 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 a change 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. Contractor shall perform the Work as changed. Changes of this nature will be affected by written order by the Company.
- 10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (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 Work as changed, and the parties will resolve the dispute in accordance with Clause 13.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE:**

- 11.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation 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 (but exclude the 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 occur and should the same be notified within seventy two (72) hours after its occurrence, either party will have the right to terminate the Contract with prior written notice, if such "Force Majeure" condition continues beyond consecutive 15 (fifteen) days. Should neither party decide to terminate the Contract even under such condition, the time for performance of relative obligations suspended due to such force majeure situation shall then stand extended by the period for which such cause lasts. However, no payment would accrue to either party for the force majeure period unless otherwise agreed to.

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 the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Contractor, within a period of 7 (seven) days after such notice, shall proceed diligently to remedy to Company's satisfaction 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 equipment/material, are transferred or assigned without the 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 on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract 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 the 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 will be due to the Contractor. Further, demobilization charges will also not be payable under Clause 12.7 if termination is due to Contractor's default.
- 12.10 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

12.11 In the event of termination of Contract, Company will issue Notice of termination of the Contract specifying date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their equipment, personnel & materials.

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. Parties agree that any claim for such interest 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 telex or Fax and confirmed in writing to the applicable address specified below:

Company

General Manager (NEF)
OIL INDIA LIMITED
Duliajan
Dist: Dibrugarh – 786602
Assam (India)
Fax No. 0374-2801799
E-mail : nef@oilindia.in

Contractor

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

15.0 **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, transfer or assign the Contract, or any part under this Contract, to any third party(ies) except with Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 **MISCELLANEOUS PROVISIONS:**

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

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

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

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

17.0 **LIQUIDATED DAMAGES:**

17.1 **For Default in timely commencement:** Time is the essence of this Contract. In the event of default on the part of successful Bidder in timely mobilizing its resources to commence the work including collection of data from OIL within the stipulated period of thirty (30) days from the date of LOA, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the total evaluated value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven & half percent). Liquidated Damages will 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. Company shall recover from Contractor the agreed liquidated damages at the pre-determined rate as above and not by way of penalty.

17.2 **For Default in timely completion:** In the event of default on the part of Contractor to complete the data processing & Interpretation work of entire 600 Sq. Km including submission of final integrated report and presentation within TWELVE (12) months from the date of issue of Letter of Award (LOA) by Company, the Contractor shall be liable to pay liquidated damages at the rate of 0.5 % (half percent) of the total evaluated value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven & half percent).

- 17.3 Notwithstanding sub-clauses 17.1 & 17.2 above, the sum total of liquidated damages applicable/leviable against this contract shall not exceed 7.5% (seven & half percent) of total evaluated value of the contract.
- 17.4 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 period.
- 18.0 **PERFORMANCE SECURITY:** The Contractor shall furnish to Company a Bank Guarantee equivalent to 7.5% (seven and half percent) of estimated Contract value towards performance security. The performance security shall be kept valid for 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.
- 19.0 **ASSOCIATION OF COMPANY'S PERSONNEL:** Company's personnel may 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 and Penalty 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 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:**

27.1 Company shall pay to the Contractor during the term of the Contract, the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in the Contract. All payments shall be made in accordance with the terms hereinafter described.

27.2 FIRM PRICE: The rates payable under this Contract, shall remain firm during the entire period of contract including the extension period, if any.

27.3 MANNER OF PAYMENT: All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank account. Bank charges, if any will 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).

27.4 Payment of any invoices 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.

27.5 **INVOICES:**

(a) For **Data Processing Charges** (Pre-STM, Pre-SDM, BEAM/SHORT WEM and RTM), Contractor shall raise invoice Loop-wise after completion of Processing and submission of Reports and other deliverables as per provision of contract. Company shall endeavor to release payment within 30 days of receipt of each undisputed invoice. However, payment against the first invoice may take about 45 days from the date of receipt, in case RBI approval is required.

(b) For **Data Interpretation Charges**, Contractor shall raise one consolidated invoice after submission of final integrated Report and other deliverables including presentation to OIL Officials as per provision of contract. Payment will be made by Company within 30 days of receipt of undisputed invoice, subject to submission of following documents by Contractor, if applicable.

(i) Proof of re-export of the items imported if any on concessional/nil rate of customs duty against essentiality certificates (except which are consumed during the Contract period) and cancellation of re-export bond/undertaking if furnished by Company.

(ii) Any other documents as may be required by applicable Indian Laws.

- 27.6 Contractor will submit three (3) sets of all invoices duly super-scribed 'Original' and 'copy' as applicable to the Company for processing payment. Separate invoices for foreign currency and Indian currency, if any, for the charges payable under the contract shall be submitted by the Contractor.
- 21.7 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 issued by Company representative regarding acceptance of Mobilisation/commencement of job.
 - (e) Copy of PAN Card issued by Indian Income Tax Authority (if applicable).
- 27.8 Payment of, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company excepting for the first invoice where some delay (up to 45 days) may occur.
- 27.9 Company shall within 30 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in Clause 27.4 above.
- 27.10 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.
- 27.11 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.
- 27.12 **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).
- 27.13 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in addition/reduction of tax liabilities on Contractor, the same shall be paid/recovered, as the case may be, on actuals by Company.

27.14 **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 charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund. 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 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 designated representatives and its authorized employees. The Contractor shall provide the Company designated 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. The 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 31.0 (Entire Contract) shall have effect to exclude or restrict the liability of either Party for fraud or fraudulent mis-representation.

- 33.0 **INTEGRITY PACT:** The integrity pact, duly signed by the authorized representatives of OIL and the Contractor, will form part of this Contract.
- 34.0 **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 effect the remaining provisions hereto and they shall remain binding on the parties hereto.
- 35.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 36.0 **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.
- 37.0 **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.
- 38.0 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

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 the Contractor shall satisfy or adhere to in the performance of the work.

1.0 INTRODUCTION / PREAMBLE:

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. Duliajan is well connected by Air with nearest Airport at Dibrugarh, 45 km away.

2.0 SCOPE OF WORK:

- 2.1 **NEF Project** of Oil India Limited (OIL) now intends to carry out Processing & Interpretation of about **600 Sq. Km** of newly acquired 3D Seismic Data (seisloop based acquisition) through an internationally reputed and competent Contractor/ Service Provider having required infrastructure and relevant experience. These data were acquired from its NELP-VI Block: MZ-ONN-2004/1 in the state of Mizoram, India, which is one of the hilly/Thrust Belt/geologically complex areas.
- 2.2 **Seisloop Technique:** In this survey method, the receivers are placed all along the loop at interval of 25m and shots are placed at an interval of 100m along the loop. All the receivers remain active for every shot and the loop is covered by successive shots one after the other in seriatim. Some receivers and shots will also be kept in the area within the loop to curve a good offset and azimuth.
- 2.3 The **main objective** of the processing and interpretation of Seisloop 3D Seismic data to delineate hydrocarbon prospects in this thrust/fold belt area. **The zone of interest lies between 2500 – 5000 meters (also refer clause 5.0)**
- 2.4 The 3D Seismic Data were acquired from twenty one (21) Nos. of Sesloops identified by Company (Figure attached) and the details thereof (loop-wise coverage) are given below:

Srl. No.	Seisloop	No. of Shots	Coverage area (Sq. Km)
1	Seisloop 06	290	14.5
2	Seisloop 07	378	25.29
3	Seisloop 8 & 8A	534	39.44
4	Seisloop 09	387	26.20
5	Seisloop 10	404	34.25
6	Seisloop 12	376	31.12
7	Seisloop 13	457	37.23

8	Seisloop 11	242	9.31
9	Seisloop 17	348	23.35
10	Seisloop 18	446	35.87
11	Seisloop 19	273	16.84
12	Seisloop 20	283	22.98
13	Seisloop 22	307	24.63
14	Seisloop 21	355	26.17
15	Seisloop 23	352	28.06
16	Seisloop 24	365	37.03
17	Seisloop 25	205	14.18
18	Seisloop 26	417	49.58
19	Seisloop 27	597	73.30
20	Seisloop 14	424	14.00
21	Seisloop 16	662	29.69

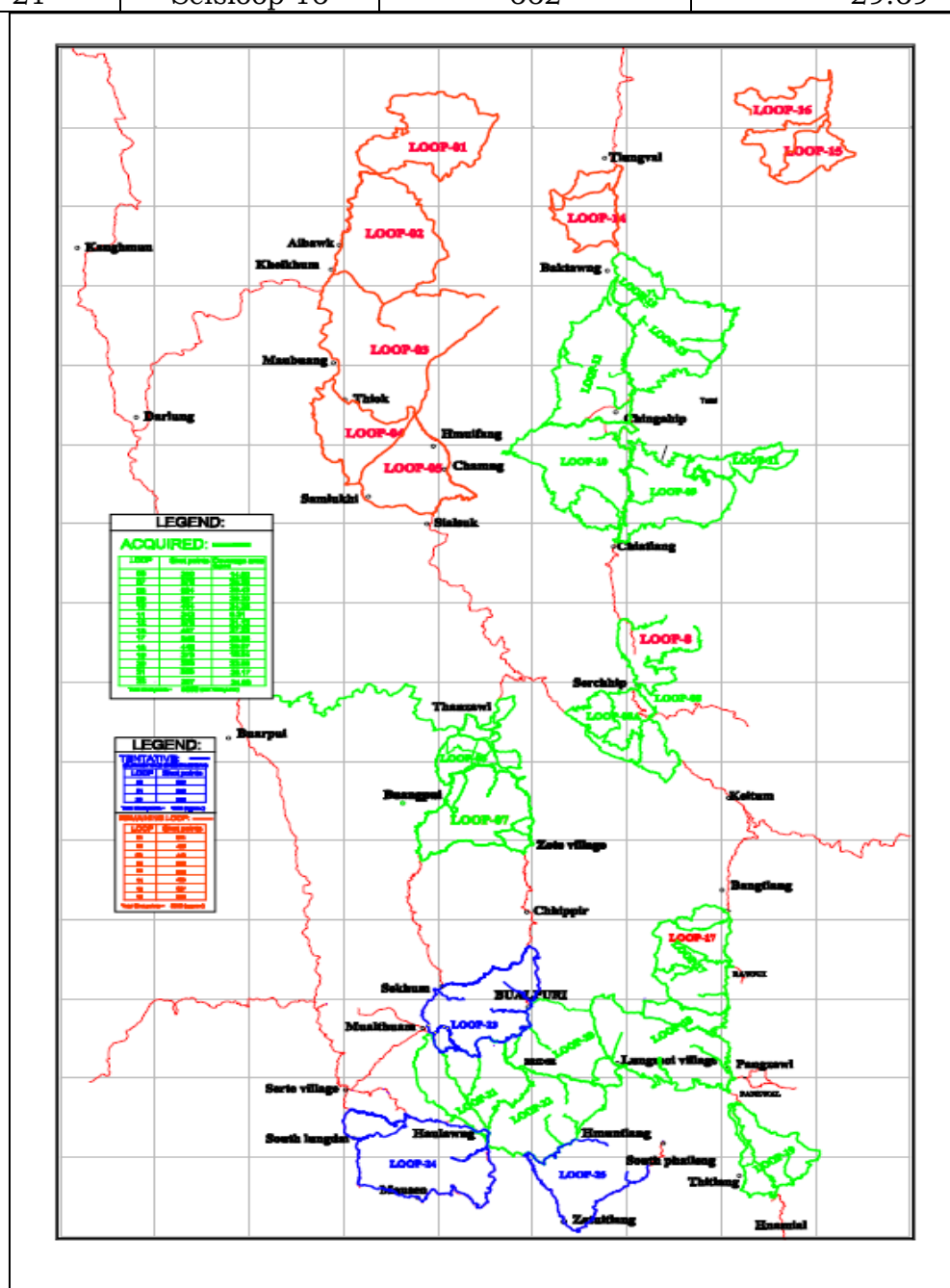


Figure 1: location map of the study area and the identified seisloop

- 2.5 The Contractor shall carry out basic processing, special processing & interpretation of newly acquired 3D Seismic Data (seisloop) by deploying state-of-the-art hardware and leading seismic data processing & interpretation packages presently in use globally.
- 2.6 The Contractor shall deploy the computer hardware and software with state-of-the-art technology for performing the services referred in the contract and shall be fully responsible for the execution of seismic data processing and interpretation as per the plan that will be provided by the Company.
- 2.7 The Contractor must use a state-of-the-art processing facilities (not essentially, but preferably in India), which must be capable of carrying out special processing, Pre-stack Time Migration (Pre-STM), Pre-Stack Depth Migration (Pre-SDM), Beam Migration/Shot WEM and Reverse Time Migration (RTM). The quantum of work may vary $\pm 10\%$. Company will make payment for the actual quantum of work carried out based on certification by the Company's representative. Contractor should give details of hardware/software configuration of their computer centre(s) where the work will be done.
- 2.8 The Contractor shall carry out interpretation of 3D Seismic Data (seisloop) in their Interpretation Centre and integrate with Gravity & Magnetic (GM) data, Well data (if & as available), surface geological data and other geo-scientific data available with OIL, which shall be provided to Contractor in due course.
- 2.9 At least one week prior to starting the Data Processing Work, Contractor must advise their work schedule to Company, so that Company's Geoscientists can be deputed for work association and quality check, if decided by Company. Similarly during the course of seismic data interpretation work, Company reserves the right to depute Geoscientists to Contractor's Interpretation Centre for work association and to provide useful inputs as may be required. Company (OIL) will arrange and bear all costs related to visit of such Geoscientists of Company including their air fare/transportation, boarding & lodging etc. However, Contractor shall extend facilities like office space (sitting arrangements), telephone and internet etc. during their work association, for which no extra payment will be made by Company to Contractor.
- 2.10 Additionally the Contractor has to arrange for an FTP (File Transfer Protocol) facility for OIL Officials for the project. The facility is required for review of the progress of the project through, Quality control and discussions/feedback to yield best results of the project.

3.0 BRIEF GEOLOGY & LOCATION OF THE AREA FROM WHICH DATA ACQUIRED:

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

- 3.2 Assam - Arakan region, Mizoram, Manipur and Tripura have drawn the attention of exploration geologists ever since the discovery of Digboi and Makum oil fields of Upper Assam around 1890. The Badarpur oil field in Cachar district of Assam, presently abandoned, was discovered in 1901. This discovery followed a spate of other discoveries in Assam since Sixties of the last Century. Gas occurrence in Tripura is very relevant to the exploration of the region. Commercial gas in this state was discovered during the late seventies of previous century within the Surma sequence of Miocene age. Several other gas fields have also been found since then.
- 3.3 Cachar- Tripura- Mizoram fold belt constitutes a distinct part of Assam-Arakan tectonic system. Myanmar's Shan Plateau and the Ophiolite complex extend to the east of it. The Bangladesh flood plains are to the west. The Naga Schuppen belt of Assam forms the northern extreme and Chittagong hill track (Bangladesh) lies to the south of it.
- 3.4 The area from which these seismic data were acquired is a part of Tripura – Cachar – Mizoram fold belt of Assam Arakan Basin. The Mizoram fold belt is composed of tight linear folds with their axes almost in north-south direction. The intensity of folding increases from west to east where the rocks of Indian plate sub-ducted below the Burmese plate. The anticlines are long, narrow and tight, whereas the synclines are broad and gentle. As per the geological section of the area of operation, the area has Tipam formation exposed in the central part and Bokabil formation is exposed in the eastern and western part. The Bhuban formation is divided in three formations as Lower, Middle and Upper Bhuban formations. Lower Bhuban formation is mainly alternations of sandstones and shale. The Middle Bhuban consists of mainly shale with subordinate sandstones. The Upper Bhuban consists of alternations of sandstones and shales.
- 3.5 **Location of the Area:** The block: MZ-ONN-2004/1 is situated in the Mizoram state and covers an area of 3213 Sq Km. The area lies in between the following broad coordinates:

Co-ordinates of Block MZ-ONN-2004/1

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

4.0 DATA AVAILABILITY & ACQUISITION PARAMETERS:

- 4.1 **Data Availability:** The raw field data shall be made available to the Contractor immediately after issue of contract for processing & interpretation. Interpretation shall commence independently within one (01) week of completion of data processing.

- 4.2 **Data Acquisition Parameters:** The 3D Seismic data acquisition (seisloop) parameters are given below:

Srl. No.	Item	Particular
1	Shooting Geometry	Seisloop geometry (all channels live)
2	Spread Length	All channels covered in specific loop provided
3	Number of channels	All channels in the loop
4	Fold	Build as per geometry.
5	Group Interval	25 m
6	Shot point interval	100 m
7	Shot Hole Depth	Pattern of two (2) shot holes each of average 25 meters depth for each shot or pattern of 3 to 5 holes.
8	Energy Source	Ammonium Nitrate in culpable Plastic Tubes (CPT) of 63mm diameter.
9	No. of Geophone per channel	12
10	Sampling Interval	2 ms
11	Recording Length	10 Seconds
12	Recording Formats	SEG-D De-multiplexed / SEG-Y on IBM 3592 & LTO3 /LTO4
13	Recording Polarity	Compression (first arrival) will give a negative number on tape and trough on monitor records

5.0 **OBJECTIVES:**

- The objective of Seisloop 3D seismic data processing is to provide geologically conformable images of the subsurface that are amenable for meaningful interpretation.
- The objective of Seisloop 3D seismic data interpretation is to delineate map, analyze supra & sub-thrust structural & stratigraphic prospects, prioritize and rank the prospects and provide the drilling locations.

5.1 **3D SEISMIC DATA PROCESSING (SEISLOOP):**

The following tentative processing sequence is envisaged to process the 3D seismic data (seisloop). However, the actual sequence will be determined after completion of test processing in consultation with Company representatives:

5.1.1 **Flow for Processing including Pre-stack Time Migration (Pre-STM)**

The tentative processing sequences are given below, however it may vary during final processing:

- Reformat to internal format
- Geometry QC
- Application of Crooked Line geometry
- Refraction static analysis Tomo statics
- 25m x 25m or 12.5m x 25m Bin Size be maintained on which binning to be done (to be decided during the processing by QC Geophysicist).
- Random noise attenuation (in multiple domains)

- Linear noise attenuation (in multiple domains)
- Non Linear noise attenuation (in multiple domains)
- Surface Consistent Deconvolution
- Derivation and application of static solutions giving better resolution
- 1st pass velocity analysis (every 1 LKM)
- Surface Consistent Residual Statics
- 2nd pass velocity analysis (every 1 LKM)
- Surface Consistent Residual Statics
- Long period multiple attenuation
- Surface Consistent Amplitude Scaling
- Output “Pre-Mig gathers” (statics in headers only)
- Common offset regularization (with 2D, 3D, 4D and 5D regularization techniques).
- Common Offset noise attenuation
- Inverse Q (Phase only) - if required
- Pre-PSTM data conditioning (Scaling, Bandpass filtering) if required
- PSTM velocity analysis (every 500 m.)
- Kirchhoff isotropic PSTM
- Residual velocity analysis (every 250 m.)
- Radon Demultiple
- High density automatic residual NMO
- Output “Migration Gathers”
- Edge preserving spatial filtering
- Inverse Q (amplitude only)
- Deconvolution after stack if required
- Noise Attenuation (FX-Deconvolution, FK)
- Phase correction if required, based upon a maximum of 5 well (will be decided by OIL QC)
- Output near, mid & Far angle static
- TV filter
- Scale
- Shallow spectral enhancement
- 2D F-K
- Shallow scaling enhancement
- Output “Final Stack”

5.1.1.1 Additionally, DMO stack also to be provided

5.1.2 **Flow for processing including Pre-stack Depth Migration (Pre-SDM)**

For Depth Imaging velocity model building a geologic model is required to start with and then simultaneous updating in geologic model and velocity with the help of reflection tomography in 3D sense.

5.1.2.1 **The Pre-SDM would be on Kirchhoff Migration algorithm**

Additionally, Company reserves the right to carry out BEAM Migration/Shot WEM as well as RTM, if considered necessary. Separate rates as provisioned in the Price Schedule for BEAM/Shot WEM and RTM shall be applicable for the same. It is to be clearly understood that whether to carry out Beam Migration/Shot WEM and RTM or not shall solely rest on Company's decision during the course of data Processing. Contractor shall not undertake these processes without specific written advice from Company.

The tentative processing sequences are given below, however it may vary during final processing:

- Input “Pre-Mig gathers” from PSTM sequence
- Pre-PSDM data conditioning
- Initialize velocity model 100m grid to 10 km depth
- Anisotropic velocity model building using available well information calculated from up to 5 wells with up to 3 anisotropic layers and variable epsilon and delta in each layer (Final decision will be taken by QC Geophysicist/geologist during processing)
- Velocity model updating (anticipated 8 iterations) (Final decision will be taken by QC Geophysicist/geologist during processing)
- PSDM (anisotropic using derived model) (Half-Aperture up to 5 km, Depth step 5 m) (may vary marginally)
- Radon Demultiple if necessary
- Residual gather flattening
- Output “Migration Gathers”
- Mute
- Volume Stack
- Edge preserving spatial filtering
- Inverse Q (amplitude only)
- Deconvolution after stack if required
- Noise Attenuation (FX-Deconvolution, FK)
- Phase correction if required, based upon a maximum of 5 well
- Output Near, mid and far angle stacks.
- TV filter
- Scale
- Shallow spectral enhancement
- 2D F-K
- Shallow scaling enhancement
- Output Full Volume Stack.

5.1.3 All field data and relevant information required for the processing will be provided to the Contractor at the office of **General Manager (NEF)**, Oil India Limited, Duliajan, Assam, India. The raw field data shall be made available to Contractor for processing & interpretation immediately after award of contract. Within thirty (30) days of issue of LOA by Company, Contractor must depute their authorised representative(s) to OIL’s office at Duliajan at their own cost for preliminary discussion, collection of data and commencement processing jobs.

5.1.4 The field data will be provided in the following formats and storage media:

- (a) Field seismic data in SEG-D/SEG-Y format on IBM 3592, LTO3/LTO4 and External Hard Disk Format
- (b) Observers report etc. on CD/External hard disk
- (c) Hard copies of Observer reports etc.
- (d) LVL/ Up hole information on CD/External hard disk
- (e) Field statics correction data on CD/External hard disk
- (f) Survey data (X, Y, Z of shots & receivers) on CD/ External hard disk

- (g) Well log data of nearby wells in LIS/LAS (if available) on CD/ External hard disk
- h) Hard copy of well information (if available).
- 5.1.5 The Contractor shall engage suitable key personnel with adequate and relevant experience as specified in **Attachment-I** for carrying out the data processing work.
- 5.1.6 Contractor's interpretation Geoscientists shall interact with the processing Geophysicists during processing of the data. This is necessary for obtaining geologically acceptable and interpretable processed outputs.
- 5.1.7 The Contractor shall process the data of about 600 Sq. Km, which will be provided immediately on arrival of Contractor's personnel at Duliajan for data collection after issuance of LOA.
- 5.1.8 OIL's Geophysicists/Geologists may be associated with the processing work from the beginning to finalize all the relevant parameters for processing at the Contractor's processing centre.
- 5.1.9 The initial test processing and subsequent basic and special processing should be to the satisfaction of OIL's Geoscientists/representative(s). The processing of each seisloop will be completed after the same is accepted by OIL's representative(s) in writing.

5.2 3D SEISMIC DATA INTERPRETATION (SEISLOOP):

- 5.2.1 The competent authorised representative(s) of Contractor shall visit the office of General Manager-NEF, Oil India Limited, Duliajan, Assam in India as & when necessary to screen the relevant data pertaining to the area of interest. The representatives should collect all the relevant data and geo-scientific information etc. as available with OIL pertaining to in & around the study areas. These data will include (but not limited to):
- Geological data.
 - Aerial Photographs /Satellite Imagery data.
 - Ground Gravity & Magnetic (GM) data and the relevant Reports.
 - Existing 2D seismic data (if any).
 - Navigation/Survey data.
 - Available Geoscientific Reports pertaining to the area.
 - Well Logs (if & as available).
 - Petrophysical data (if & as available).
 - Pressure / Production data (if & as available).
 - Well data & Well Completion Reports (if & as available at the time of processing)
 - Geodetic data pertaining to the study areas.
 - Surface Geological Mapping data and relevant reports.
 - Any other Geoscientific data pertaining to the area.
 - After completion of seismic data processing and certification of the output by company executive.

- 5.2.2 The Contractor's Data Processing Team must directly hand-over processed and other relevant data for interpretation to the Interpretation Team with prior intimation to the Company. Other related data may be collected from OIL's office at Duliajan at least ten (10) days before the scheduled date of completion of processing.
- 5.2.3 After completion of processing work, the Contractor must provide a detailed technical presentation elucidating the volume of work, QC data and deliverable arrived with geological aspect in line with the objective of the study at their processing centre to Company Representatives.
- 5.2.4 The Contractor shall carry out detailed interpretation works using the processed 3D seismic data (seisloop), well data (if & as available), GM data and other relevant geo-scientific data available in and around the study area as detailed below:

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- Integration of **processed 3D seismic data (seisloop)** with other geoscientific data of the area under study.
- Integration of **processed 3D seismic data (seisloop)** with information of drilled wells in and around the areas of study.
- Well to seismic correlation using synthetic seismograms.
- Mapping of at least **Six (6) horizons** viz. Close to **Near Top Disang, Near Top Jenam, Near Top Renji, Near Top Lower Bhuban, Near Top Middle Bhuban & Near Top Upper Bhuban** both in time and depth domain incorporating the surface geology, drilled well information and wire line log data available in the area of study and nearby areas (if & as available).
- Preparation of Two-way Time Contour (TWT) and Average Velocity Maps on different interpreted horizons.
- Preparation of **Depth Contour Maps** on different interpreted horizons.
- Preparation of **Isopach Maps** between different interpreted horizons.
- Detailed **Fault Pattern Mapping & Fault Analysis** including **Fault-Seal Analysis** is required to be carried out.
- Well Log Evaluation and Analysis (if & as available)
- Integrate the interpretation results with existing geological model, Geochemical data, Satellite Imagery data and Gravity-Magnetic data available for the areas under study.
- **Suggest a Possible GME cycle.**
- **Prospect generation, analysis including techno-economics and ranking.**
- Well Carton of proposed prospects with possible Formation tops and correlation with already drilled wells within the study area

- 5.2.5 **Structural Geology and Structural Reconstruction:** A detailed palinspastic reconstruction and both forward and backward modeling to be carried out to understand the structural evolution in the area, both in geological time and space and its bearing in hydrocarbon generation, migration and accumulation. Preparation of regional balanced cross section and restoration of geological section in inferred direction of tectonic transport to validate the interpretation/depth modeling and petroleum entrapment risking needs to be carried out.

The Contractor will provide three (3) Seismo-geological sections [one along the structural axis and two across for each identified prospects] after discussion with OIL's Geoscientists depicting the possible reservoir. Seismo-geological section will be required to be tied with the available drilled wells in the study areas.

- 5.2.6 **Pressure Regime:** The Contractor will study the sub-surface formation pressure information and its relation with hydrocarbon generation/migration and trapping mechanism. This study will be required to be carried out at the Contractor's interpretation centre.

- 5.2.7 **Recommendations for Exploration:**

- (a) Based on the above-mentioned studies and the available data, the Contractor will generate structural and exploration model of the area under study, identify the hydrocarbon prospects, its prospectivity from generation, migration and entrapment point of view. Based on the overall assessment, the Contractor shall recommend drilling locations. The Contractor will also rank the identified prospects for exploratory drilling based on their overall merits, recommend future development Programme& exploration strategy.
- (b) Volumetric Reserve Calculations with the help of the available parameters from the neighboring well in three different scenarios [P10, P50, P90 (This will be decided during the interpretation by QC Geologist)].
- (c) Risk Weighted Economic Analysis: For each identified prospect, risk-weighted economic analysis needs to be carried out by the Contractor using the cost parameters to be provided by the Company.

6.0 START OF WORK:

- 6.1 The Contractor shall mobilize all its resources at their Data Processing Centre, collect the 3D Seisloop Data from Company's office at Duliajan, Assam in India and commence the processing work within thirty (30) days from the date of Letter of Award (LOA) issued by Company.
- 6.2 Interpretation work should start immediately within one (1) week after completion of processing work. The final processed data must be delivered by Processing Team of Contractor to Interpretation Team with prior information to the Company. Moreover, additional information/data/documents as may be required for meaningful interpretation must be collected by Contractor from Company at least ten (10) days prior to completion of data processing jobs under this contract.

- 6.3 The entire project is required to be completed on a Turnkey basis by the Contractor within the stipulated time frame of maximum twelve (12) months from the date of LOA issued by Company. It is expected that Contractor's Data Processing Team and Data Interpretation Team shall have well coordinated efforts and carry out detailed meaningful discussions/interactions as and when necessary during the course of job execution.

7.0 PERIOD OF CONTRACT AND SCHEDULE:

- 7.1 Around 600 Sq. Km 3D Seismic Data for Processing & Interpretation
- a) The acquired field data shall be made available to Company immediately to the Contractor for processing & interpretation after award of contract.
 - b) The Contractor must depute their competent authorized personnel to Company's office at Duliajan, Assam in India immediately upon receipt of LOA (not exceeding thirty days) for data collection and technical discussion.
 - c) Company shall hand-over the relevant field data pertaining to processing work (i.e. approx 600 Sq. Km) in copied form. After processing of the data, it should be taken by the Contractor to their interpretation center for data interpretation job.
 - d) The Contractor shall submit the processing report and deliverables to Company after completion of the processing jobs.
 - e) The Contractor shall start the interpretation job as soon as the final processing outputs are available in order to adhere to the agreed time frame.
 - f) The Contractor shall submit the consolidated interim report to Company within a week after completion of the interpretation jobs, which shall be followed by a detailed presentation on a mutually agreed date at OIL's office in Duliajan, Assam in India. The interim report must elaborate on interpretation process and results thereof, including Structural Restoration & Cross-Sectional Balancing, Pressure Regime Analysis and Recommendations for exploration with Risk Weighted Economic Analysis.
 - g) The Contractor shall submit five (5) sets of hard bound copies of final interpretation report incorporating the views/comments of Company on the aforesaid interim report and other deliverables, if any, within two (2) weeks **after presentation at Duliajan**. Additionally, two (2) sets of soft copies in Hard Disk must also be provided by Contractor.
 - h) The **time period for Processing and Interpretation** (time and depth processing) of 600 Sq. Km of 3D Seismic data (seisloop) and submission of final report to Company must not exceed **twelve (12) months** from the date of award of contract (LOA) by Company.
 - i) ***The period of Contract referred above are inclusive of national holidays, parameter testing/experimental work days and production loss due to equipment failure or any other reasons under Contractor's control.***

8.0 PERSONAL & EQUIPMENT:

- 8.1 The Contractor shall engage personnel with adequate relevant experience, equipment and facilities necessary for the successful completion of the work as per the scope of work. The key personnel should be as per the minimum requirement listed in **Attachment-I**.
- 8.2 The processing work needs to be supervised by an experienced Processing Supervisor. He/she should have in-depth knowledge in land seismic data processing and should have at least ten (10) years of experience in seismic data processing, during which he/she must have undertaken minimum three (3) Projects of 3D Land Pre-stack Time and Depth Imaging. He/She must also have experience of processing seismic data of at least one (1) project pertaining to fold/thrust belt areas/hill ranges.
- 8.3 The interpretation work should be carried out by a group of experienced Geoscientists. The team leader must have minimum ten (10) years experience in seismic data interpretation.
- 8.4 The Contractor must submit a list of its key personnel to be deployed for this assignment/project alongwith the techno-commercial bid. Should the Company finds any of these personnel not up to satisfaction, it can ask for replacement of such personnel. Should there be any change of the personnel notified by the Company for whatsoever reason, the Contractor must replace him/her with a person of equivalent qualification & experience within reasonable time at their cost. Contractor of their own is not expected to replace any key personnel during job execution without Company's prior permission.
- 8.5 Bidder shall confirm in their Bid that they shall be able to deploy latest state-of-the-art hardware and software, with compatible accessories to carry out the 3D seisloop seismic data processing & interpretation work of the area mentioned above.
- 8.6 Bidder shall confirm in their Bid that they shall be able to arrange all their resources at the processing and Interpretation centres respectively within **thirty (30) days** from the date of issue of Letter of Award (LOA) by Company, in case the contract is awarded.
- 8.7 The key personnel to be engaged by the bidder should be capable of processing and interpretation of 3D seisloop seismic data and completing the assigned work within the stipulated time period of **twelve (12) months** from the date of LOA.

9.0 PROCESSING TESTS:

The Contractor shall carry out detailed tests of processing parameters so that optimum sequence / parameters can be achieved. The tests need to be carried out as per industry standards. It is envisaged that such test processing will be done on about five (5) percent of total data volume, which will be identified in consultation with Company representatives. The parameter testing should be comprehensive for entire processing sequence with adequate QC checks. The processing parameters will be finalized depending on the results of test processing after consent from Company representatives.

10.0 DATA / CARTRIDGE LIABILITY:

- 10.1 Company at its own cost shall provide Contractor with copies of the original raw field data tapes. Contractor shall be solely responsible for loss or damage due to any reason including fire, theft, etc. of any documents/cartridge/tapes and other important documents etc. pertaining to the contract while in their custody or control. In the event of such loss, the Contractor shall be responsible to redress the loss entirely at their own cost. However the decision on the modalities to redress such losses shall be entirely at the option of Company. The Contractor shall use original, high quality, high durability, error free exabyte cartridges with zero write-skip error, zero read error and zero write error. Each and every cartridge is to be 100% tested to ensure error free performance at specified high recording density.
- 10.2 After completion of the work, Contractor shall arrange for packing, insurance and other formalities as well as safe transportation of the dataset & deliverables. All the dataset and deliverables pertaining to the project must be handed over to the Company alongwith other requisite technical information and reports to the General Manager (NEF), NEF Project, Oil India Limited, Duliajan, Assam.

11.0 DELIVERABLES:

The Contractor needs to submit the deliverables on Processing & Interpretation works as shown below:

11.1 DELIVERABLES TO BE SUBMITTED

A. Seismic Data Processing:

- (i) During the course of processing, the Contractor shall carry out detailed tests of all the processing parameters so as to achieve optimum processing sequence. The results of tests need to be certified by Company Representatives and **five copies** of the test outputs are to be submitted to OIL. The next step of the processing work will start only after the test results are finalized. The efficacy of the workflow and approach used should be clearly brought out and documented in the report with illustration.
- (ii) The Contractor shall provide **Weekly & Monthly** reports on the progress of seismic data (seisloop) processing. The report shall include among others the status of processing and percentage of processing accomplished during the week.
- (iii) The Contractor shall submit **five (5) hard-bound copies of processing report** within two (2) week on completion of processing as per international standards/practices. Additionally Soft Copies of the Processing Report (Two sets in External Hard Disk and two set in DVDs) must be submitted to Company (OIL). The report should be comprehensive and self-explicit with respect to the QC measures, methodologies, processes utilized, workflow/sequences (with parameters), parameterization test results. The report should also include details of interim key processing steps illustrating efficacy of the process utilized, value addition & inferences drawn from deliverables.

Apart from the above, Contractor will submit the followings:

(a) For Pre-Stack Time Migration (Pre-STM)

Srl. No	Description	No. Copies	Media	Format
1	Raw data with geometry for the Unified Geometry with Navigation	2	3592/LTO3	SEGY
2	Input to Migration CMP gathers (non-regularized)	2	3592/LTO3	SEGY
3	Raw Migrated Gathers	2	3592/LTO3	SEGY
4	Migration Velocity	2 (each format)	DVD	SEGY & ASCII format
5	Raw migrated Stack	4	3592/LTO3	SEGY
6	Final Migrated Stack	4	3592/LTO3	SEGY
7	Final stacking Velocity	2 (each format)	DVD/LTO3	SEGY & ASCII

NOTE: In addition, two (2) sets of external hard disks containing all data to be provided to Company.

(b) For Pre-Stack Depth Migration (Pre-SDM)

Srl. No	Description	No. of Copies	Media	Format
1	Raw Depth Migrated Gathers	2	3592/LTO3	SEGY
2	Final Migration Velocity Field	2(each format)	DVD	SEGY & ASCII format
3	Raw Depth migrated Stack	4	3592/LTO3	SEGY
4	Final Depth Migrated Stack	4	3592/LTO3	SEGY
5	Final stacking Velocity (if any)	2 (each format)	DVD	SEGY & ASCII

NOTE: In addition, two (2) sets of external hard disks containing all data to be provided to Company.

(c) Final Beam Migration/Shot WEM & RTM (if carried out on specific advice from Company), two (2) Set of data to be provided in external hard disk and SEG Y Format.

(d) Back Ups & Hard Copies:

- (i) Backup of the database + workflows + datasets.
- (ii) Two (2) **Hard copies** of Sections each - Final Pre-Stack Time Migration (Pre-STM), Final Pre-Stack Depth Migration (Pre-SDM), (25 traces/inch (horizontal) & 5 inches /sec (vertical)).
- (iii) **Two (2) Hard copies of Sections each - Final Beam Migration/Shot WEM & RTM (if carried out) (25 traces/inch (horizontal) & 5 inches/sec (vertical)).**

- a. Displays of all parameter test results and QC checks in readable PDF and Power point format in chronological order with details of parameters applied and mention of process applied; but not limited to the one enclosed in the Processing Report.

B. Seismic Data Interpretation:

- (i) The Contractor shall submit five (5) hard copies and two (2) sets of soft copies in DVD/Hard Disk of detailed final report within two (2) weeks of completion of the interpretation. The report must cover each and every aspect as per scope and objective of the work in an internationally accepted format. Apart from the final report, the following should also be submitted in hard copies:
 - a) Regional maps in 1:25000 scales with contour interval of 10 m/10 ms
 - b) Individual prospect maps should be provided on 1:100000 scales with 10 m/10 ms interval.
 - c) Individual prospect maps should be provided on 1:50000 scales with 10 m/10 ms interval.
 - d) All geological sections/correlations/Seismo-geological sections should be provided at 1:3960 vertical scales.
 - e) Interpreted seismic sections.
 - f) Fault pattern maps.
 - g) Correlation of seismic data to Gravity & Magnetic data map.
 - h) Velocity Maps.
 - i) Isopach & Isochrone Maps.
 - j) Attribute Maps
 - k) Any other maps relevant to interpretation on suitable scale.
- (ii) Soft Copies of interpretation with appropriate information in External hard disk as under:
 - a) Two set of full interpreted volume in ASCII format
 - b) Two set of full Interpreted data volume in Geoframe-Charisma (Version 4.1.1 Linux) compatible format.

11.2 MEETING, DISCUSSION & PRESENTATION BY THE CONTRACTOR:

During continuation of the study, comprising of seismic 3D Seismic Data Processing and seismic 3D Seismic Data Interpretation, meetings, discussions and presentations shall have to be given by the Contractor at their facilities to the Geoscientists of Oil India Limited, when deputed, so that the interactions are dynamic and OIL's Geoscientist have the opportunity to be associated & review specifics of the study.

Apart from the above, the Contractor has to make a detailed technical presentation to the Management and Geoscientists of Company (Oil India Limited) on completion of the Seismic Data Processing & Interpretation work (completion of project) at **NEF Project, Duliajan, Assam in India at mutually agreeable dates.**

12.0 QUALITY OF WORK:

- 12.1 Contractor shall carry out the services (seisloop 3D seismic data processing and interpretation) in a fully professional manner and shall warrant that the information produced shall be of a quality acceptable to the Company as per international standards.
- 12.2 If the quality/standard of Processing & Interpretation work carried out is found to be genuinely not acceptable to the Company, the Contractor must re-perform that part of the services (causing dissatisfaction to Company) at their own expense. Company's standard for the performance shall be the one accepted by the international standard of the Geophysical Industry.
- 12.3 Company reserves the right to inspect the Contractor's computer centre for the processing and interpretation jobs before commencement of work. The work will start only when the Company representatives are fully satisfied with the preparedness of the Contractor for taking up the entire job of processing and interpretation.
- 12.4 Contractor shall diligently use its expertise to the performance of the work and apply the latest systems, hypotheses or deductions, that may not infallible by nature but prevalently used in the industry, to generate best possible results of their work.

END OF SECTION-II

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PART 3

SECTION-III

SPECIAL TERMS AND CONDITIONS OF CONTRACT

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

- 1.1 Company's nominated Representative(s) will be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the intended services under the contract in a cost effective way with professional competence and in an efficient workman-like manner and provide Company with a standard of work customarily provided by reputed Contractors to major international E&P Companies in the petroleum industry.

2.0 **PROVISION OF PERSONNEL AND FACILITIES:**

- 2.1 The Contractor shall provide eligible competent personnel as may be required for job execution at Data Processing & Interpretation Centers to ensure successful completion in time as per provisions of this contract.
- 2.2 The personnel to be deployed by the Contractor for job execution at work centers must have the requisite experience & qualifications as detailed herein and should be proficient in English. On Company's request, Contractor shall remove and replace at their own expenses any of their personnel whose presence is considered undesirable in the opinion of the Company.
- 2.3 The Contractor shall be responsible for, and shall provide for all requirements of their personnel and of their sub-contractor, if any, including but not limited to their insurance, transportation (both air and land transportation as applicable), vacation, salaries and other amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no extra charge to the Company.
- 2.4 Company representatives if deputed for work association, quality check and to provide useful inputs during the course of job execution at Contractor's work centres should be provided with facilities like office space (sitting arrangements), telephone and internet etc. during their work association, for which no extra payment will be made by Company to Contractor. Additionally the Contractor has to arrange for an 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.
- 3.0 **LABOUR:** The recruitment of the labour as required shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970.

- 3.1 **SAFETY:** Contractor shall follow all safety norms as prevalent in the petroleum industry globally and also observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian laws such as Mines safety rules etc. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care & caution in preventing fire, explosion and safe handling of chemicals at all times.
- 3.2 Contractor shall provide the Personal Protective Equipment (PPE) as applicable to their personnel and ensure strict use.
- 3.3 Safety and security of Contractor's resources including equipment, materials & stores will be the sole responsibility of the Contractor. Company will not handle/operate any of Contractor's equipment and materials at site with or without permission, unless it is considered otherwise necessary to safeguard life/property.
- 3.4 **PROTECTION OF ENVIRONMENT:** 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 and shall in particular comply with the requirements of applicable laws and the reasonable requirements of the Government from time to time.
- 4.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of operations and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after termination of the Contract.
- 5.0 **OBLIGATION OF THE CONTRACTOR:**
- 5.1 Contractor at their cost shall arrange clearance of all their equipment, spare parts, consumable, etc. from customs and port authorities in India. Company will provide all reasonable assistance but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost.
- 5.2 For clearance of imported items on concessional/nil rate of customs duty as prevailing now, Company will issue recommendatory letters for Contractor to obtain Essentiality Certificates (EC) from the DGH (India), provided proper commercial invoice(s) & request letter is received by Company in 15 days (min.) advance. Delay in submission of such documents or submission of improper/inadequate documents to Company in this regard will be at sole risk and liability of Contractor.
- 5.3 Contractor shall arrange for inland transportation of all equipment, related spares & consumables from the port/yard to the place of work and back at the end of the work at their own expense. Contractor shall carry sufficient stocks of these items for uninterrupted operation throughout the contractual period.
- 5.4 Contractor shall keep their equipment in good working order all throughout and up-grade the software, if necessary.
- 5.5 In case the Contractor imports the equipment/consumables etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the Contract period) and complete all documentation required. Company will issue necessary certificates etc. as required.

- 5.6 Any other works required for efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligations of the Company defined below.
- 5.7 The Contractor shall furnish the list with Bio-data of key personnel to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
- 5.8 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 reasonable notice.
- 5.9 Contractor shall comply with Indian Laws and regulations of Government of India but not limited to laws in respect of inland travel, use of wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc. Any other work required for the efficient and successful execution of work shall be carried out by the Contractor except those enumerated under the obligation of the Company defined in para 6.0 below.
- 6.0 **OBLIGATIONS OF COMPANY:**
- 6.1 Company shall be responsible for providing field raw data and other inputs as may be available with Company and required for job execution in terms of contractual provisions.
- 6.2 Company shall pay Contractor in accordance with the terms & provisions of the contract and as may be due from time to time.
- 6.3 Company may provide accommodation for Contractor's personnel on chargeable basis in its Guest House, subject to availability, when they visit Duliajan, Assam in connection with work related to this contract. Contractor must obtain prior consent from Company in this regard before making their trip.
- 7.0 **COMPLETION OF PROJECT:** The contract shall be deemed to be completed when Contractor submits the Final integrated Interpretation Report and other deliverables including presentation to OIL officials as per terms of contract. The entire assigned jobs must be completed by the Contractor within a maximum period of twelve (12) months from the date on which Company awards the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis, if any, shall be re-exported by Contractor except consumables and spares, which were consumed during the course of job execution under the contract within 30 days. In case of failure to do so in the allotted time hereof, except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills. In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearance in India, then Contractor shall be fully liable for payment of the custom duty.

END OF SECTION - III

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## **PART 3**

### **SECTION-IV**

#### **SCHEDULE OF RATES**

The bidder shall quote the following rates in their price bid as per the format (PROFORMA-B) attached herein. The items specified in the Price Bid Format and quantities thereof are purely tentative and are valid for Bid Evaluation purpose only. Payment to the Contractor shall be made by Company on the basis of actual work carried during the process of execution to the satisfaction of Company.

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

##### **A. 3D SEISMIC DATA PROCESSING (SEISLOOP):**

###### **A1. CHARGES FOR 3D SEISMIC DATA PROCESSING (SEISLOOP):**

- i) Charges for Pre-Stack Time Migration (Pre-STM) & DMO Stack data processing shall be quoted per Sq. Km basis inclusive of all costs that the Contractor is expected to incur for carrying out such Pre-STM & DMO Stack processing of 3D Seismic Data.
- ii) The Rate is to be quoted by the Bidder keeping in view the sequence mentioned in Scope of Work/Terms of Reference. It must include the charges associated with data collection from OIL's office in Duliajan, Assam, use of equipment/accessories, spares, consumables, charges of Contractor's personnel, processing tests, deliverables, and office space for Company representatives etc.

###### **A2. RATE FOR PRE-STACK DEPTH MIGRATION:**

- i) Charges for Pre-stack Depth Migration shall be quoted per Sq. Km basis.
- ii) The Rate quoted by the Bidder must include all the charges for the equipment/accessories, spares, consumables, charges of Contractor's personnel, processing tests, deliverables, and office space for Company representatives, etc.

###### **A3. RATE FOR BEAM MIGRATION/SHOT WEM:**

Company at its option may decide to carry out Beam Migration or Shot WEM, either partially or on entire volume of data, during the data processing stage. Therefore, the Bidder is required to quote all inclusive rates per Sq. Km basis. In case, the Contractor quotes separate rate for Beam Migration and separate rate for Shot WEM processing, in that case higher rate will be considered for the bid evaluation purpose. However, Company reserves the right either to go for Beam Migration or Shot WEM processing during the actual job execution and payment shall be made at the respective rate as quoted by the Bidder.

#### **A4. RATE FOR REVERSE TIME MIGRATION (RTM):**

- i) Charges for Reverse Time Migration (RTM) shall be quoted per Sq. Km basis.
- ii) The Rate quoted by the Bidder must include all the charges for use of their equipment/accessories, spares, consumables, charges of Contractor's personnel, processing tests, deliverables, and office space for Company representatives, etc.

**Note:** Costs involved, if any, for preparation and submission of Reports/deliverables to Company shall be included in above rates. Company will not make any separate payment towards the same.

#### **B. 3D SEISMIC DATA INTERPRETATION (SEISLOOP):**

##### **B1. CHARGES FOR 3D SEISMIC DATA INTERPRETATION (SEISLOOP):**

- i) Charges for Interpretation shall be payable on per Sq. Km basis.
- ii) The Rate quoted by the Bidder must include all the charges for the equipment/accessories, spares, consumables, charges of Contractor's personnel, processing tests, deliverables, and office space for Company representatives, etc.
- iii) Contractor shall carry out structural restoration and cross-section balancing for each potential drilling location, which will be identified after data interpretation and in consultation/discussion with Company Representatives. Costs associated for such studies & reports, if any, must be included in the rate quoted for Data Interpretation.
- iv) Contractor shall carry out Pressure Regime Analysis for each potential drilling location, which will be identified after data interpretation and in consultation/discussion with Company Representatives. Costs associated for such studies & reports, if any, must be included in the rate quoted for Data Interpretation.
- v) Contractor shall submit consolidated Interpretation Report with recommendation for exploration and risk weighted economic analysis and give presentation to Company Officials at Duliajan, Assam, India on the same. All costs associated with same must be included on Lumpsum basis in the rate for Interpretation.

#### **General Note:**

- i) The Charges for **3D seismic data processing & interpretation (seisloop)** should cover the entire scope of work detailed herein in this bid document. It should include all the charges associated with use of equipment/accessories, spares, consumables, stationeries, charges of Contractor's personnel, deliverables and providing office space etc. to Company representatives during work association at Contractor's processing & interpretation centres.



- ii) Separate payment will not be made by Company for travel, boarding, lodging and en-route expenditure of Contractor's personnel in connection with execution of this contract including collection of 3D Seism Data & other relevant data/information from OIL and for presentation/discussion on final report at Duliajan, Assam, India. Therefore, Contractor must include all such costs as deemed necessary in their quoted rates above. However, during their visit to Duliajan, accommodation may be permitted in Company's Guest House on chargeable basis on request, subject to vacancy/availability.
- iii) Rates/charges should be quoted strictly as per Price Bid Format (PROFORMA-B) inclusive of all applicable taxes & duties i.e., Corporate Tax, Personal Tax etc., but excluding Service Tax which will be to Company account.

**END OF SECTION-IV**

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## PART-4

## PROFORMA - A

**3D (SEISLOOP) SEISMIC DATA PROCESSING & INTERPRETATION**  
**(TENDER NO. CNG0388L16)**

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

**Currency :**

[illegible]

- 1.0 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".
- 2.0 The items, which are of consumable in nature should be indicated as "NO" in column "J".
- 3.0 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".

**8,8,8,8,8,8,8,8,8,8**

## **PART-4**

### **PROFORMA-B**

#### **PRICE BID FORMAT**

(FOR BID EVALUATION OF TENDER NO. CNG0388L16)

Bidders are requested to quote rates against each item as under. The price bid will be evaluated on the basis of rates quoted by the bidders and will be compared on the total evaluated value basis considering the following charges and no other rates, prices will become payable during the currency of the contract unless otherwise agreed specifically.

**Currency: .....**  
(Please specify)

| <b>Srl. No.</b>                                                    | <b>Brief Description of Services</b>                                                                                         | <b>Unit</b> | <b>Quantity (a)</b> | <b>Unit Rate (b)</b> | <b>Amount (c)=(a) X (b)</b> |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------|----------------------|-----------------------------|
| <b>A.</b>                                                          | <b>3D SEISMIC DATA PROCESSING (SEISLOOP):</b><br>(As detailed in Scope of Work & Terms of Reference in the Bid Document)     |             |                     |                      |                             |
| A1.                                                                | Charges for Pre-Stack Time Migration (Pre-STM) & DMO Stack of 3D Seismic Data.                                               | Sq. Km      | 600                 |                      |                             |
| A2.                                                                | Charges for Pre-Stack Depth Migration (Pre-SDM) of 3D Seismic Data                                                           | Sq. Km      | 600                 |                      |                             |
| A3.                                                                | Charges for Beam Migration                                                                                                   | Sq. Km      | 300                 |                      |                             |
|                                                                    | OR<br>Charges for Shot WEM                                                                                                   | Sq. Km      | 300                 |                      |                             |
| A4.                                                                | Charges for Reverse Time Migration (RTM)                                                                                     | Sq. Km      | 300                 |                      |                             |
| <b>Total Charges for Data Processing "A" = A1 + A2 + A3 + A4 :</b> |                                                                                                                              |             |                     |                      |                             |
| <b>B.</b>                                                          | <b>3D SEISMIC DATA INTERPRETATION (SEISLOOP):</b><br>(As detailed in Scope of Work & Terms of Reference in the Bid Document) |             |                     |                      |                             |
| B1.                                                                | Charges for Interpretation of 3D Seismic Data including Presentation and submission of detailed consolidated Report.         | Sq. Km      | 600                 |                      |                             |
| <b>Total Charges for Data Processing "B" = B1:</b>                 |                                                                                                                              |             |                     |                      |                             |
| <b>GRAND TOTAL EVALUATED CONTRACT VALUE = A + B :</b>              |                                                                                                                              |             |                     |                      |                             |

#### **GENERAL NOTES :**

- 1.0 The items referred above are to be read in conjunction with Scope of Work and Schedule of Rates.

- 2.0 Against item Srl. No. "A3" (i.e., Charges for Beam Migration/ Shot WEM), in case a bidder quotes separate rate for Beam Migration and separate rate for Shot WEM, then whichever rate is quoted higher shall be considered for Bid Evaluation. However, Company reserves the right to decide for any one of them, if required during job execution, and payment shall be made accordingly at the respective rate quoted by the bidder.
- 3.0 The Bid in which the rate for any of the above services is not quoted shall be rejected. However, if no charge is envisaged by the bidder for any of the above work, '**NIL**' should be mentioned against such services.
- 4.0 The bidders are to quote rates as above inclusive of all their liabilities including taxes and duties as applicable, except the Service Tax which will be extra to Company (OIL) account, if payable.
- 4.1 The Service Tax as applicable will be extra to OIL's account. However, Liability of payment of Service Tax shall rest on the Contractor. Only in case of foreign bidders who do not have any office in India, it will be Company's liability to pay the applicable Service Tax to the competent authorities.
- 5.0 The quantity/parameters assumed above are only for the Bid evaluation purpose as assessed by Company. It is, however, to be clearly understood that the quantity may vary during job execution and payment will be made to the Contractor on the basis of actual job execution.
- 6.0 Bidder must confirm details of their Indian Agent, if any and whether any agency commission included in their quoted rates above.

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

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

Seal of the Bidder:

\*\*\*\*\*

## PART-4

## **PROFORMA - C**

To: GM (NEF),  
Oil India Limited,  
Duliajan-786  
2  
Assam, India

**Sub: Tender No. : CNG0388L16**

*Gentlemen,*

Having examined the General 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 **thirty (30) days** and shall complete the assignment within **twelve (12) months**, calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding **7.5%** of total evaluated value of contract in assurance towards the due performance of our obligations under the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016

-----  
Signature

(In the capacity of)

**Name of the Bidder:**.....

~~~~~

PART-4

PROFORMA – D

STATEMENT OF COMPLIANCE
(TENDER NO.: CNG0388L16)

SL. NO.	SECTION/ CLAUSE NO.	BRIEF STATEMENT	COMPLIANCE	REMARKS

We undertake that excepting above deviations all other terms and conditions of the tender document shall be fully complied with.

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 (other than the BEC/BRC), the same should be indicated here and uploaded in their Bids. If the proforma is left blank or not uploaded, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

Signature and seal of the Bidder:

Name of Bidder:.....

&&&&&&&&

PART-4

PROFORMA - E

FORM OF BID SECURITY (BANK GUARANTEE)

To: General Manager (NEF),
Oil India Limited,
Duliajan-786602
Assam, India

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. CNG0388L16. 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 / modifies 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 accept the LOA issued by the Company within the validity of the bid
 - (b) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (c) 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 _____
Date: Place _____

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

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

&&&&&&&&

PART-4

PROFORMA - F

FORM OF PERFORMANCE BANK GUARANTEE

To
To: General Manager (NEF),
Oil India Limited,
Duliajan-786602
Assam, India

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

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

AND WHEREAS we (name and address of the bank)_____ (hereinafter called "the Bank") we have agreed to give the Contractor such a irrevocable and unconditional 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 also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the Bank.

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 _____ (upto 3 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
 Designation _____
 Name of Bank _____
 Address _____

Date

Place _____

&&&&&&&&

PART-4

PROFORMA - G

CONTRACT FORM

This Contract is made on _____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, 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 in PART-3** attached herewith for this purpose.

WHEREAS, Company issued a firm Letter of Award No. _____ based on Offer No. _____ submitted by the Contractor against Company's Tender No. CNG0388L16.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. _____.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorised solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. In addition to documents hereinabove, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- (a) Section-I indicating the General Conditions of Contract,
- (b) Section-II indicating the Terms of Reference/Technical Specifications,
- (c) Section-III indicating the Schedule of rates and

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.

Signed, Sealed and Delivered,

2.

2.

Tender No. CNG0388L16
Page **74** of **88**

PART-4

PROFORMA - H

PROFORMA LETTER OF AUTHORITY

TO

To: General Manager (NEF),
Oil India Limited,
Duliajan-786602
Assam, India

Sir,

Sub: OIL's Tender No. CNG0388L16

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

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

Yours Faithfully,

Signature: _____
Name & Designation: _____
For & on behalf of: _____

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

PART-4**LIST OF MINIMUM KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR****A. DATA PROCESSING:**

POSITION	MINIMUM WORK EXPERIENCE	MINIMUM NUMBER OF PERSONNEL
1. Processing Supervisor	10 yrs	One
2. Processing Manager	7 yrs	One
3. Processing Geophysicist	5 yrs	One

The Bidder must be in the business of seismic data processing in last three years as on the bid closing date. The data processing work needs to be carried out in the Processing Centre of Bidder (not essentially, but preferably located in India).

The project team should have following processing experience:

1. Processing Supervisor should have at least ten (10) years of experience in 3D Seismic Data processing and should have processed at least three (3) 3D Land Pre-stack Time and Depth Imaging projects as on the bid closing date of this tender.
2. Project Manager should have at least seven (7) years of experience in 3D Land and Marine Data processing and should have processed at least two (2) 3D Land Pre-Stack Time and/or Pre-Stack Depth Imaging projects as on the bid closing date of this tender.
3. Processing Geophysicist should have at least five (5) years of experience in processing 3D Land and Marine Data processing and should have processed at least one (1) 3D Pre-Stack Land Time or Pre-Stack Depth project as on the bid closing date of this tender.
4. In case the Bidder proposes separate Pre-Stack Time and Depth Imaging teams, then each should have relevant experience in Time and Depth imaging projects as mentioned above.

B. DATA INTERPRETATION:

POSITION	MINIMUM WORK EXPERIENCE	MINIMUM NUMBER OF PERSONNEL
1. Team Leader	10 yrs	One
2. Senior Interpretation Geologist	7 yrs	One
3. Interpretation Geophysicist	5 yrs	One

1. The Team Leader shall be responsible for data interpretation and coordinate interpretation related activities. He/she will also interact with the processing group to get the best-processed outputs for interpretation. He/she must have experience of interpreting seismic data of at least two (2) projects as on the bid closing date of this tender.

2. The Team Leader, Sr. Interpretation Geologist & Interpretation Geologist must have experience of 3D Seismic Data Interpretation for 10 years, 7 years and 5 years respectively as on the bid closing date of this tender.

Notes:

1. The above list indicates the minimum requirement of key personnel and their experience. The Bidder may deploy the required number of Processing Geophysicists & Interpretation Geologists/Geophysicists to accomplish the 3D Seismic Data Processing and Interpretation jobs as per the defined parameter and time frame.
2. All the key personnel must be fluent/proficient in English.

C. HARDWARE, SOFTWARE AND ACCESSORIES:

- 1.0 The Bidder shall have state-of-the-art Data Processing Center (not essentially but preferably in India) to carry out data processing with reputed/latest processing software packages, presently used globally.
- 2.0 The Bidder shall have state-of-the-art Data Interpretation Centre to carry out data interpretation & analysis of processed seismic data using reputed/latest software packages.

Note: The Bidder must identify the Data Processing Centre and Data Interpretation Centre proposed for job execution against this contract and furnish the details of the equipment and accessories (hardware & software etc.) to be deployed for the processing and interpretation jobs in their Techno-commercial Bid.

⋈⋈⋈⋈⋈⋈⋈⋈⋈⋈

Attachment – II

STATEMENT OF EXPERIENCE TO BE SUBMITTED BY THE BIDDER

3D SEISMIC DATA PROCESSING AND INTERPRETATION

Srl No	Contract No	Name of client	Area of Survey	Normal or Thrust -fold belt hilly region	Volume of seismic data processing and interpretation (Quantity)		Commencement of contract	Completion of contract
					2D	3D		
SEISMIC DATA PROCESSING :								
1.								
2.								
3.								
4.								
5.								
6								
SEISMIC DATA INTERPRETATION:								
1								
2.								
3.								
4.								
5.								
6.								

N.B: 1. Please add rows in case of more experiences.

2. Please enclose copies of contracts/work orders and completion/ payment Certificates etc. issued by clients clearly showing the Scope and Volume of work completed.

CERTIFICATE OF ANNUAL TURNOVER

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) accounting years upto 31st March, 2015/31st December, 2014 (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. :

Signature

Note : In case the bidder follows accounts closing at the end of calendar year, the turnover for the period 2012, 2013 & 2014 should be verified by the CA and incorporated accordingly as per above format.

888.888.8888

Attachment – IV

Details of current work in hand and other contractual commitments of the Bidder

Srl No	Contract No	Name of client	Area of Survey	Normal or Thrust belt hilly region	Volume of seismic Data processing and interpretation (Quantity)		Period of contract (from-to)	Commencement of contract
					2D	3D		
SEISMIC DATA PROCESSING:								
1.								
2.								
3.								
SEISMIC DATA INTERPRETATION:								
1.								
2.								
3.								

N.B: Please add more rows if required. Please attach copies of contract documents.

~~~~~

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

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. CNG0388L16 for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/ Subsidiary Company-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

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

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

For and on behalf of
(Bidder)

For and on behalf of:
(Parent Company/Subsidiary Company)
(delete whichever is not applicable)

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

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

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

DEED OF GUARANTEE

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having Corporate Office at Plot No. 19, Sector-16A, Noida, Uttar Pradesh, India hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender numberfor on

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

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

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

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

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

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

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

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____

Name _____

Designation _____

Common seal of the
Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee should be executed on stamp paper of requisite value and notarised.
2. The official(s) executing the guarantee should affix full signature (s) on each page.
3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by the Company Secretary should be furnished alongwith the Guarantee.
4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed alongwith the Guarantee.

“Obligation contained in the deed of guarantee No._____ furnished against tender No. _____ are enforceable against the guarantor company and the same do not, in any way, contravene any law of the country of which the guarantor company is the subject”

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 Processing & Interpretation Services. 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.

