



Report ID: GEM/GARPTS/10022021/8TF8CH5L0NX7

Report Name: OIL INDIA LIMITED

Generated By: Alphonse Daimari , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 10/02/2021

Valid till: 12/03/2021

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: 2D Seismic Data acquisition

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.



FORWARDING LETTER

M/s _____

Sub: IFB No. CDH6242P21 for ‘Hiring services for 2D Seismic Data Acquisition of 870 LKM covering parts of Manipur under National Seismic Program (NSP)’.

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced Contractors through OIL’s e-procurement site for **‘Hiring services for 2D Seismic Data Acquisition of 870 LKM covering parts of Manipur under National Seismic Program (NSP)’**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

a)	IFB No. /E-Tender No.	:	CDH6242P21
b)	Type of Bidding	:	Online Indigenous e-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
e)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
f)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
h)	Bid Opening Place	:	Office of General Manager-Contracts Contracts Department, Oil India Limited, Duliajan -786602, Assam, India.
i)	Bid Validity	:	120 (one hundred twenty) days from Bid Closing date
j)	Mobilization Time	:	As defined in the tender
k)	Bid Security Amount	:	Not Applicable
l)	Bid Security Validity	:	Not Applicable
m)	Amount of Performance Security	:	3% of total contract value
n)	Validity of Performance Security	:	Up to 3(three) months from date of completion of contract
o)	Location of job	:	Manipur
p)	Duration of the Contract	:	14 (Fourteen) operating months from the date of commencement of operation.
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 9.0 of Part-3, Section-III (Special Conditions of Contract).
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	General Manager-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

3.0 Integrity Pact: The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

4.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.**

4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.

4.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

4.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - <https://etender.srm.oilindia.in/irj/portal>.

4.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

4.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807171/7192.

4.6 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

5.0 IMPORTANT NOTES:

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the

terms of the contract within the time specified in the Bid Document, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. Undertaking of authenticity of information/documents submitted as per **Proforma-V** should be submitted along with the technical bids.

iv) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.

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

vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. Bidders to note that no price details should be uploaded in "**Technical Attachments**" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "**Notes & Attachments**" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2017 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

Attachments

cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Ch
The table does not contain any data						

Go to this Tab "**Notes and Attachments**" for Uploading "Priced Bid" files.

Go to this Tab "**Technical Attachments**" for Uploading "Technical Bid" files.

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

Notes:

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

viii) Maintenance of Total bid value in the Response: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Proforma-B”** under **“Notes & Attachment”** and additionally fill up the **on-line field “Total Bid Value”** under **“RFX Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' interface. At the top, there are tabs: 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFX Response', and 'Close'. Below these, the 'RFX Information' tab is selected, showing fields for 'RFX Response Number' (60038748), 'RFX Number' (1396), 'RFX Owner' (BHARALI), and 'Total Value' (0.00 INR). The 'Event Parameters' section contains three fields: 'Currency' (set to 'Indian Rupee'), 'Detailed Price Information' (set to 'No Price'), and 'Total Bid Value' (an empty yellow field). Three blue callout boxes provide instructions: one points to the 'Currency' dropdown with the text 'Bidder to select the currency of the Response'; another points to the 'Detailed Price Information' field with the text '“Total Bid Value” is mandatory in “No Price”'; and a third points to the 'Total Bid Value' field with the text '“Total Bid Value” considering all the...'. The 'Total Bid Value' field is highlighted with a red rectangle.

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the “Price Bid Format: Proforma-B” under “Notes & Attachments” tab page.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(B. Brahma)
Sr. Manager – Contracts
For General Manager - Contracts
FOR RESIDENT CHIEF EXECUTIVE

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

1.0 Eligibility of the bidder:

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 Bid Documents:

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

- a) A Tender Forwarding Letter
- b) Instructions to Bidders, (Part-1)
- c) Bid Evaluation Criteria, (Part-2)
- d) General Conditions of Contract, (Part-3, Section-I)
- e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- f) Special Conditions of Contract, (Part-3, Section-III)
- g) Schedule of Rates, (Part-3, Section-IV)
- h) Estimated CIF value of items at the time of import, (Proforma-A)
- i) Price Schedule Format, (Proforma-B)
- j) Bid Form, (Proforma-C)
- k) Statement of Non-Compliance, (Proforma-D)
- l) Bid Security Declaration (Proforma-E)
- m) Performance Security Form, (Proforma-F)
- n) Sample Agreement Form (Proforma-G)
- o) Proforma of Letter of Authority (Proforma-H)
- p) Authorisation for Attending Bid Opening (Proforma-I)
- q) Financial Turnover, Networth & Working Capital Certificate (Proforma -J)
- r) Safety Measures (Proforma – K)
- s) Proforma of Bank Guarantee towards Purchase Preference-Local Content (Proforma –L)
- t) Integrity Pact (Proforma-M)
- u) Format of agreement between bidder & their parent/100% subsidiary company (Proforma-N)
- v) Format for parent company/subsidiary company guarantee (Proforma-O)
- w) Patent/Ultimate parent company's corporate guarantee towards financial standing (Proforma-P)
- x) Format of agreement between bidder, their sister subsidiary & ultimate parent company (Proforma-Q)
- y) Form of PBG for ultimate parent/supporting company (Proforma-R)
- z) Undertaking for Mobilization (Proforma-S)
- aa) Experience statement of bidder (Proforma-T)
- bb) Sample Resume Format (Proforma-U)

- cc) Undertaking of authenticity of information/documents submitted (Proforma-V)
 - dd) Certificate of Compliance of Financial Criteria (Proforma-W)
 - ee) Declaration by bidder regarding concurrent commitment (Proforma-X)
 - ff) Undertaking by Vendor on submission of Performance Bank Guarantee (Proforma-Y).
 - gg) Other Annexures, Appendices, Exhibits & Checklists.
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.

3.0 Transferability of bid documents:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only by the bidder in whose name the Bid Document has been issued/registered.
- 3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

4.0 Amendment of bid documents:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 Preparation of Bids

5.1 Language of Bids:

- 5.1.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's/Agent's Name & address:

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

5.3 Documents comprising the bid:

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

(A) Technical Bid (to be uploaded in "Technical Attachments" tab)

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause 9.0.
- c) Bid Security Declaration as per Proforma-E.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of Non-compliance as per Proforma-D.
- f) Proforma-A: List of items to be imported without the CIF values.
- g) Copy of Priced Bid without indicating prices (Proforma-B).
- h) Integrity Pact digitally signed by OIL's competent personnel as Proforma-M attached with the bid document to be digitally signed by the bidder's Authorised representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, No price should be mentioned in the "Technical Attachments" tab.

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the "Notes & Attachments" Tab:

- a) Price-Bid Format as per Proforma-B
- b) Bid Form as per Proforma-C
- c) Proforma-A showing the items to be imported with the CIF values

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

6.0 Bid Form:

- 6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 Bid Price:

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.
- 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.
- 7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made considering the quoted GST in the proforma. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 Currencies of bid and payment:

Bidders shall submit their bid only in Indian Rupees and they will be paid in Indian Rupees only.

8.1 DELETED

8.2 DELETED

9.0 Documents establishing bidder's eligibility and qualifications:

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

10.0 Bid Security: Not Applicable, however bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-E)

11.0 DELETED

12.0 PERIOD OF VALIDITY OF BIDS:

- 12.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the

bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.

- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 **Signing & submission of bids:**

13.1 Signing of bids:

- 13.1.1 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 Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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.

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.

- 13.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per Proforma-H) shall be indicated by written Power of Attorney accompanying the Bid.
- 13.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.
- 13.2 Submission of bids:

The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

- a) Printed catalogue and literature if called for in the bid document.
- b) Power of Attorney for signing of the bid digitally.
- c) Any other document required to be submitted in original as per bid document requirement.

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

- 13.2.1 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 as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 13.2.2 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.
- 13.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

14.0 DELETED

15.0 Deadline for submission of bids:

- 15.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note

of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

- 15.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 15.3 The documents in physical form as stated in Para 13.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

16.0 Late Bids:

- 16.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

17.0 Modification and withdrawal of bids

- 17.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 17.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 17.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment of bidder from participation in future tenders of OIL.

18.0 Extension of bid submission date

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

19.0 Bid opening and evaluation

- 19.1 Company will open the Technical Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per Proforma-I) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The

Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

- 19.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 19.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 19.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, ~~the presence of requisite Bid Security~~, and such other details as the Company may consider appropriate.
- 19.5 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 19.6 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 19.8 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.

20.0 Opening of priced bids

- 20.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 20.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

21.0 DELETED

22.0 Evaluation and comparison of bids

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC), PART-2 of the Bid Documents.

22.1 Discounts / rebates

- 22.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.
- 22.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.
- 22.2 DELETED
- 22.3 DELETED
- 22.4 DELETED

23.0 Contacting the company

- 23.1 Except as otherwise provided in Clause 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to

the time the Contract is awarded except as required by Company vide sub-clause 19.5.

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

24.0 Award of contract

24.1 Award criteria

- 24.1.1 The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, 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, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 26.3 DELETED

27.0 Performance security:

Successful bidder has to submit Performance Security amount as mentioned in GCC clause no. 10.0.

28.0 Signing of contract

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

- 28.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

(Signing of the Contract may be done at the place of award in presence of both parties)

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.

30.0 Mobilisation and advance payment

- 30.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 30.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 30.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

31.0 Integrity pact:

- 31.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-M of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If

any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

31.2 Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Sutanu Behuria, IAS (Retd.); Ex-Secretary, Dept. of Heavy Industry, Ministry of Heavy Industries & Public Enterprises, E-mail: sutanu2911@gmail.com
- b. Shri Rudhra Gangadharan, IAS(Retd.), Ex-Secretary, Ministry of Agriculture; E-Mail: rudhra.gangadharan@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail: Ops2020@rediffmail.com

32.0 Local conditions

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

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

33.0 Specifications

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

34.0 Purchase preference policy-linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. [copy of the notification is enclosed as **Exhibit-I**]. Bidders to check the provisions of the Notification and their

eligibility to bid and any claim on **Purchase preference**. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

- 34.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.
- 34.2 Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as Proforma-L) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

END OF PART-1

&&&&

PART-2
BID EVALUATION CRITERIA (BEC)

1.0 GENERAL CONFORMITY: The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this Tender document. Notwithstanding the general conformity of the bid to the stipulated terms, conditions, specifications & scope of works, the following requirements shall have to be particularly met by the Bidders, without which the bids shall be considered as non-responsive and rejected.

2.0 VITAL CRITERIA FOR BID ACCEPTANCE: Bidders are advised not to take any exception/deviation to the Bid Document. If exceptions/deviations are maintained in the bid, such conditional/non-conforming bids shall not be considered, but shall be rejected outright.

3.0 EVALUATION CRITERIA:

3.1 TECHNICAL EVALUATION CRITERIA:

3.1.1 Bids shall be complete and covering the entire Scope of Work and should conform to the technical specifications indicated in the bid document, duly supported with technical catalogues/literatures, wherever required. Incomplete and non-conforming bids shall be rejected.

3.1.2 **EXPERIENCE OF THE BIDDER:**

The Bidder must be incorporated in India and must maintain more than 20% local content for the offered services. With regard to calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase Preference Policy (Linked with Local Content) shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies.

The Bidder must meet the following experience criteria in the last ten (10) years preceding the date of Original Bid Closing:

- a) **The Bidder must have successfully executed at least one or multiple contracts of 2D/3D Seismic Data Acquisition with minimum cumulative volume of 450 LKM (Line Kilo Meter) of onshore Seismic Data in the last ten (10) years preceding the date of Original Bid Closing.**
- b) **The Bidder must have successfully executed at least one or multiple contracts of 2D/3D Seismic Data acquisition of a minimum cumulative volume of 250 LKM of Seismic Data using mechanized shot hole drilling rigs in the hilly/mountainous areas in the last ten (10) years preceding the date of Original Bid Closing.**

NOTE: Seismic Data as referred above includes 2D OR equivalent 3D OR equivalent mix of 2D and 3D seismic data. For technical evaluation, 1

(one) SQ. KM (Square Kilometer) of 3D seismic data will be considered equivalent to 2 (two) LKM of 2D seismic data.

To this effect, as part of their Technical bid, the Bidder shall furnish statement as per **Proforma-T**, in a tabular form for the last **ten (10) years** preceding the original Bid Closing date of the Tender. The Bidder must also submit the following documentary evidences:

- (i) Contract/Agreement copy along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed Area/Terrain of Area of Operation and usage of Shot Hole Drilling methodology.

OR

Contract/Agreement copy clearly mentioning Area/Terrain of Area of Operation and usage of Shot Hole Drilling methodology along with proof of release of Performance Security after completion of the contract.

OR

Contract/Agreement copy clearly mentioning Area/Terrain of Area of Operation and usage of Mechanical Shot Hole Drilling Rigs along with proof of settlement /release of final payment against the contract.

OR

Any other documentary evidence that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

- (ii) A copy of Certificate of Incorporation issued by Registrar of Companies (ROC)

3.1.2.1 **Indian Company/Indian Joint Venture Company as bidder:** Either the Indian Company/Indian Joint Venture Company or its technical collaborator must meet the criteria under clause 3.1.2 above. The following documents must also be submitted along with the Technical Bid in support of their joint venture/collaboration partnership, as the case may be.

- (a) Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/jobs done of similar nature in the past and details of current work in hand and other contractual commitments (if any), indicating areas and name of clients are to be submitted along with the Technical Bid (in the form of an **Undertaking**), in support of the experience criteria laid down above.

- (b) Indian Companies/Joint Venture Companies: Indian bidder whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval on their application submitted to SIA, prior to the date of price bid opening.

- (c) Bidder participating on the basis of technical collaboration/joint venture, shall submit, along with its technical bid, a Memorandum of Understanding (MOU)/Agreement concluded with its technical collaborator(s)/joint venture partner(s) clearly indicating respective roles and responsibilities under the scope of work. The MOU/Agreement shall be addressed to OIL INDIA LIMITED, clearly indicating that it is applicable to this particular tender and shall remain valid and binding throughout the contract period, including extension if any. Notwithstanding the MOU/Agreement, the bidder shall be fully liable/responsible to Company for complete execution and quality performance of all the services, if contract is awarded.

3.1.2.2 In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain more than 20% local content as mentioned in clause 3.1.2 above), the following requirements must be satisfied by the Bidder:

- (a) The leader of the consortium has to satisfy the minimum experience requirement as per clause **3.1.2** above.
- (b) The leader of the Consortium must submit bid on behalf of consortium of Bidders. Memorandum of Understanding (MOU) between the Consortium members duly executed by the CEO/Authorized person and certified by the competent authority of the respective organization of the consortium members and notarized, must accompany the bid which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. However, the Leader of the Consortium must submit an **undertaking** along with the technical bid towards unconditional acceptance of full responsibility for executing the “Scope of Work” of this bid document. In case of award, such MOU shall be kept valid through the entire contract period, including extensions, if any. The following provisions should also be incorporated in the MOU executed by the members of the Consortium.
- (c) Only the Leader of the consortium should register in the e-tender portal and submit bid on behalf of the Consortium. The other members of the Consortium shall ratify all the acts and decisions of the Leader of Consortium, which are taken in connection with and/or during the evaluation of the tender and execution of the contract.
- (d) The Performance Security shall be in the name of the Leader on behalf of the Consortium.
- (e) The leader of the Consortium on behalf of the Consortium shall coordinate with OIL during the period the bid is under evaluation, as well as, during the execution of works, in the event contract is awarded and he shall also be responsible for resolving dispute/ misunderstanding/undefined activities, if any, amongst all the Consortium members.
- (f) Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.

- (g) Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- (h) In case of Consortium bids, the bid shall be digitally signed by the leader of Consortium. The Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer.
- (i) Documents/details pertaining to qualification of the BIDDER must be furnished by each partner/ member of consortium complete in all respects along with the bid clearly bringing up their experience especially in the form of work in their scope.
- (j) **Constitution of Consortium:** If during evaluation of bid, a consortium leader proposes any alterations/ changes in the constitution or replacement or inclusion or expulsion of any partner(s)/ member(s) of the consortium which had originally submitted the bid, to drive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection.
- (k) **Signing of Contract:** In the event of award of contract to the consortium, the contract to be signed by all the members of the consortium and the liability of each one of them shall be jointly and severally.
- (l) Members of the consortium are not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical support from the same Principal will be rejected.
- (m) Certified copies (attested by Director/Company Secretary) of Board resolutions passed by respective Board of Directors of the companies (Consortium leader and members) agreeing to entering into such consortium with each other for submission of bid for the NIT and authorising designated executives of each company to sign in the MOU to be provided along with the technical bid.
- (n) The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.

3.1.2.3 Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company: Offers of those bidders who themselves do not meet experience criteria as stipulated in clause 3.1.2 above can also be considered provided the bidder is a 100% subsidiary company of the parent company (**Supporting Company**) which meets the above mentioned experience criteria or the parent company can also be considered on the strength of its 100% subsidiary company (**Supporting Company**). However, the parent/subsidiary company (**Supporting Company**) of the bidder should on its own meet the technical experience as aforesaid and should not rely on its sister subsidiary/co-subsubsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide **Proforma-N**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary

Guarantee, as per format furnished vide **Proforma-O**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

3.1.2.4 In case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in clause 3.1.2 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary company within the ultimate parent/holding company subject to meeting the following conditions:

- (a) Provided that the sister subsidiary/co-subsidiary company and the bidding company are both directly owned 100% subsidiaries of an ultimate parent/holding company.
- (b) Provided that the sister subsidiary/co-subsidiary company on its own meets the technical experience criteria laid down in clause 3.1.2 above and not through any other arrangement like technical collaboration etc.
- (c) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per **format** furnished, between them, their ultimate parent/holding company, along with the technical bid.

3.1.2.5 In the situations mentioned in clauses 3.1.2.3 and 3.1.2.4, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at **Proforma-R**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.
- (ii) **Undertaking** from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

3.1.3 Any party who is extending support by way of entering into consortium/collaboration agreement or MOU with another party shall not be allowed to submit an independent Bid against this tender. Under such situation both the Bids shall be rejected. Further, all Bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

3.1.4 EQUIPMENT & ACCESSORIES: The minimum equipment, accessories and transport to be deployed by the bidder per crew must meet or exceed the minimum requirements as per **ANNEXURE-I & CHECK LIST-1**. The bidder must furnish the following details in their Technical Bid:

- a. An **Undertaking** to the effect that in the event of award of contract on them, they will deploy the minimum Equipment as per **ANNEXURE-I & CHECK LIST-1**.
 - b. Documentary evidences in support of the Vintage of Equipment which they propose to deploy in the field for the execution of this contract. **However, those bidders who intend to deploy new equipment against proposed purchase need to submit MoU concluded with OEM/Supplier (maximum upto two (2) OEM/Supplier) of the equipment meeting the tender requirement.** Bids shall be rejected if the equipment offered do not meet the specified requirements.
 - c. List of core equipment, their type, make, year of manufacture and other relevant documents e.g. Technical brochures, literature etc. along with the technical bid.
- 3.1.5 The bidder shall categorically confirm to deploy a minimum of two (2) field crews for simultaneously data acquisition throughout the tenure of contract to achieve/complete the Work Program.
 - 3.1.6 **KEY PERSONNEL:** The years of experience for the minimum key personnel to be deployed per crew are specified in **ANNEXURE-II**. Bidder must submit the detailed bio data (**as per PROFORMA-U**) of key personnel which shall be proposed to deploy in the field for execution of the contract. All the proposed personnel to be deployed shall be proficient in English. Bid shall be rejected if the key personnel offered do not meet the specified requirements.
 - 3.1.7 In case the Bidder intends to deploy expatriates for the assigned work under the contract, then the bidder is required to submit an **undertaking** along with the Technical bid that they would obtain permission/necessary clearance from appropriate Ministry (ies) of Govt. of India for all expatriates to be engaged for the work.
 - 3.1.8 **MOBILISATION:** The bidder must categorically confirm in the Technical Bid that in the event of award of contract, it will complete mobilisation of two field crews and deploy the minimum equipment (as per **ANNEXURE-I & CHECK LIST-1**), key personnel (as per **Annexure-II & Check List-2** and commence operation within **ninety (90)** days from the date of issue of Letter of Award by Company. Bidder must provide categorical confirmation of mobilisation schedule (as per **Proforma-S, Undertaking for Mobilization**) in the Technical Bid otherwise Bid shall be rejected.
 - 3.1.8.1 **LIMITATION OF MOBILISATION CHARGES:** The Bidder should categorically quote lump sum mobilisation charges (together for two (2) field crews which should not exceed 10% (Ten Percent) of the evaluated total contract value as per Price Bid Format vide **PROFORMA-B**. **Bidder quoting mobilisation charges more than 10% (ten percent) of total evaluated contract value shall be straightway rejected.** Bidder shall confirm in the technical bid that it has not quoted mobilisation charges more than 10% (ten percent) of the evaluated contract value.

3.2 FINANCIAL EVALUATION CRITERIA:

- 3.2.1 Bidder's **average annual financial turnover** during the last three (3) completed accounting years as on the technical bid closing date shall be a minimum of **Rs. 20.03 crores**.

*(In case of Consortium bidding, the average annual financial turnover during the last three (3) completed accounting years as on the technical bid closing date should be minimum **Rs. 20.03 crores** for any member of the Consortium and minimum **Rs. 10.02 crores** for other members.)*

- 3.2.2 **The Net Worth of the Bidder must be positive for the accounting year preceding the bid closing date.**

- 3.2.3 The Bidder should have **minimum working capital** equal to **INR 6.68 Crores** for the accounting year preceding the bid closing date. Similarly, in case of consortium bidding the cumulative working capital should be minimum **INR 6.68 Crores** for the accounting year preceding the bid closing date. In case the working capital is short, the bidder can supplement the same through line of credit from a scheduled commercial bank having net worth more than INR 100 crores as per enclosed format (**Proforma-AA**).

Note: Working Capital shall mean "Current Assets minus Current liabilities" as per latest year's audited annual Financial Statements.

- 3.2.4 In case the bidder is a **subsidiary company** (should be a subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:

- i. Average Annual Turnover of last three accounting years of the parent/ultimate parent/holding company (**supporting company**) shall be **Rs. 20.03 crores**
- ii. **Net worth of the parent/ultimate parent / holding company (supporting company) should be positive for the accounting year preceding the bid closing date.**
- iii. **The parent/ultimate parent / holding company (supporting company)** should have minimum **working capital** equal to **INR 6.68 Crores** for the accounting year preceding the bid closing date
- iv. Corporate Guarantee on **parent/ultimate parent/holding company's (supporting company)** letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
- v. The bidder is a subsidiary company of the parent/ultimate parent /holding parent company.

- 3.2.5 If the bid is from a Consortium of companies, then the net worth of all the consortium partners individually should be positive for the accounting year preceding the bid closing date.

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

Notes:

- (i) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:

(a) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **Proforma-J**. Please note that mentioning of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued by Chartered Accountant w.e.f. 1st February, 2019.

OR

(b) Audited Balance Sheet along with Profit & Loss account.

- (ii) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- (iii) In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.

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

- 3.3.1 Bids shall be submitted under single stage two-bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to

be uploaded as per Scope of Work & Technical Specification of the tender in “Technical RFx Response” Tab and Priced Bid as per **Proforma-B** uploaded in the “Notes & Attachments” Tab. Bids shall be rejected outright if the prices are indicated in the technical bids or if not conforming to this two bid system.

- 3.3.2 Bidder shall offer firm prices. Costs/Rates quoted by the bidder must remain firm throughout the execution of the Contract and not subject to variation on any account whatsoever.
- 3.3.3 Bids should be valid for 120 days from Bid Closing date. Bid with shorter validity will be rejected as being non-responsive.
- 3.3.4 **Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Security Declaration” (Proforma-E) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or to submit a performance security before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.**
- 3.3.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Bids without the Integrity Pact digitally signed by the bidder shall be rejected straightway.
- 3.3.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.3.7 The bid documents are not transferable. Bid can only be submitted in the name of the BIDDER in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 3.3.8 Bids shall be digitally signed by the bidder or his authorized representative.
- 3.3.9 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initialled by the person(s) signing the Bid.
- 3.3.10 Bidders shall bear, within the quoted rates, the personal tax as applicable in respect of their personnel and Sub-Contractor's personnel, arising out of execution of the contract.
- 3.3.11 Bidders shall bear, within the quoted rate, the corporate tax as applicable on the income from the contract.
- 3.3.12 Any Bid containing false statement will be rejected.

- 3.3.13 Bidder must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document; otherwise the Bid will be summarily rejected.
- 3.3.14 Bidders shall quote directly and not through their Agent/ Representative/Retainer/Associate in India.
- 3.3.15 The offers of the bidder indicating/disclosing prices in technical bid (un-priced) or at any stage before opening of price bid against the tender shall be straightway rejected.
- 3.3.16 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected.
- i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact

3.4 GENERAL EVALUATION CRITERIA:

- 3.4.1 The Compliance Statement (**PROFORMA-D**) clearly indicating “**NIL Exception/ Deviation**” to Tender clauses should be uploaded along with the Technical bid.
- 3.4.2 To ascertain the substantial responsiveness of the bid, the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BEC also and such clarifications fulfilling the tender requirement in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.4.3 If any of the clauses in the BEC contradict with other clauses of tender document elsewhere, then the clauses in the BEC shall prevail.
- 3.4.4 Bid involving a party whose name is appearing in the prevailing list of banned/ blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.
- 3.4.5 The assigned seismic survey jobs under the contract shall be carried out in the states/areas sharing International Border. Therefore, Bids from such parties shall not be considered for award of contract but rejected outright, for which restriction is imposed by Government of India (GOI) or due clearance is not granted by DGH/GOI. No correspondence whatsoever shall be entertained in this regard.

4.0 PRICE EVALUATION CRITERIA:

- 4.1 The bid conforming to the technical specifications, terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria will be considered for further evaluation as per the Price Evaluation Criteria given below.
- 4.2 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 shall prevail.
- 4.3 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **“PRICE BID FORMAT”** as per **PROFORMA-B**.
- 4.4 CUSTOMS DUTY:** The services under this Contract shall be carried out in the areas for which Customs Duty on goods/equipment/tools to be imported shall be applicable on merit. Bidders are to take note of the same while quoting and rates/prices must be quoted accordingly inclusive of applicable customs duty as may be required. **Company will not issue any recommendatory letter for essentiality certificates against this contract.** Clearance of goods through Indian Customs authority and all related expenditure on imported goods including customs duty, port rent, demurrage etc. as applicable will exclusively rest on the Contractor.
- 4.5 GOODS & SERVICE TAX:** The bidder is to quote the rates/prices inclusive of all statutory liabilities, except the Goods & Service Tax (GST). GST as applicable shall be extra to OIL's account limiting to the rate quoted by the bidder until any statutory change takes place. However, the liability of payment of GST will rest on the Contractor.

4.6 PURCHASE PREFERENCE CLAUSE for MSME:

- 4.6.1 Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June 2020 shall continue to be valid only for period up to the 31st day of March, 2021.
- 4.6.2 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 4.6.3 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- 4.6.4 In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details

(i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

4.6.5 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

- i. Udyam Registration Number with Udyam Registration Certificate.

Or

- ii. Proof of registration with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhaar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur or Woman Entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur/Woman Entrepreneurs should also be enclosed.

- 4.6.6 **In case, an MSE bidder is participating on the basis of technical collaboration/joint venture or in consortium with a non-MSE Party, such bidder will not be eligible for Purchase Preference for MSE bidders.**

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

Purchase preference policy-linked with Local Content (PP-LC) - notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. [copy of the notification is enclosed as **Exhibit-I]. Bidders to check the provisions of the Notification and their eligibility to bid and any claim on **Purchase preference**. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.**

- 4.7.1 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the **notification no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.**

- 4.7.2 Where both MSE and PPLC bidder(s) are entitled to Purchase Preference and neither of them is L-1, eligible MSE(s) (in order of ranking among MSEs) shall get preference over eligible PPLC bidder(s) to match their rates with that of L-1 bidder for award of contract. However, if eligible MSE(s) decline(s) to match down the price, then the eligible PPLC bidder(s) in order of ranking among themselves shall be given the opportunity to match down its price to the price of L-1 bidder for award of contract.

- 4.7.3 Where MSE is already L-1 in the tender evaluation, contract for L-1 portion shall be straightway awarded to MSE, without considering any Purchase Preference for PPLC bidder.
- 4.7.4 In case L-1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per 'PPP for MSE-Order 2012'.
- 4.7.5 In case of participation of MSE and LC vendor against the tender, MSE vendor will be given preference over LC bidder to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 20% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

4.8 VERIFICATION AND CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD PARTY INSPECTION AGENCIES:

- 4.8.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com

viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com

- 4.8.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.
- 4.8.3 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.
- 4.8.4 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's

empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**

- (c) Verification of documents (but not limited to) are normally categorized as under:

i. General Requirement:

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

ii. Additional Documents : (If applicable against the tender)

- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern

iii. Technical Criteria

- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.

iv. Financial Criteria

- Check and verify Audited Balance Sheet/CA certificate
- To check the Line of Credit, if incorporated in the tender.

Notes:

- (i) **If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.**

- (ii) **Undertaking from TPI Agency as per format (Proforma-BB) enclosed should be submitted along with the Bid.**

4.9 NOTE TO BEC/BRC:

1. All supporting documents/information as called for in compliance to various clauses of Bid Evaluation Criteria (BEC) above must be submitted with the Technical Bid, failing which the Bid shall be liable for rejection.
2. These supporting documents must be self-certified/digitally signed by Bidder's authorized person. Company also reserves the right to verify the original documents.
3. The assigned seismic survey jobs under the contract shall be carried out in the states/areas sharing International Border. Therefore, Bids from such parties shall not be considered for award of contract but rejected outright, for which restriction is imposed by Government of India (GOI) or due clearance is not granted by DGH/GOI. No correspondence whatsoever shall be entertained in this regard.
4. The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Price Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.

END OF PART-2

&&&&

Part-3
SECTION-I
GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on

third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided

under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Wilful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

- 2.1 Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.
- 2.2 Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.
- 2.3 Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

- 3.1 Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.
- 3.2 Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

- 4.1 Effective Date of Contract:**
The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** 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.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, 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.
- 6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-F and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

10.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or

10.3 In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

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

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

10.5 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.6 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

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

10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. 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.

10.9 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

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

10.11 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims:

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall

not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

- 12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5** 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.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should

provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

12.3.10 The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
- (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

12.3.12 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

12.4.1 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import/ interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

12.4.2 Where the OIL is entitled to avail the input tax credit of GST:

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required

to be filled under GST laws & rules should be timely filed by supplier with requisite details.

12.4.3 Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

12.4.4 The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.

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

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

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

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

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

12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

- 14.1** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

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

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

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

14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this

CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance): "Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL's interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

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

- i) **Workman Compensation and/Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial 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 fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** 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.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

- viii) Any other insurance policy set forth in the SCC

Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.

15.0 LIABILITY:

- 15.1** Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.
- 15.2** The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORS or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORS and sub-CONTRACTORS. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3** The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of the CONTRACTOR and/or its sub-CONTRACTORS and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.
- 15.4** The CONTRACTOR hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORS or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** 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.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 16.0** **LIMITATION OF LIABILITY:**
- a) Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to

hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

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

20.2 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 or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 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.

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

- 23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.
- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

- 24.1** CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.2** Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests

made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:
- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
 - b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.
- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 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.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the

strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 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 will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment.

Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 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 maybe 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 no. 27.4 above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
 - b) Tax audit report for the above period as required under the Indian Tax Laws.
 - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
 - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
 - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

- 27.12** CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (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.
- 28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
 - (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
 - (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (ii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arising out of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as

provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract,

whether in progress or in future, 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).

33.0 WITHHOLDING:

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, 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.
- 33.7** Withholding will also be effected on account of the following:
 - i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
 - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, 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 Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 2017
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding

month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

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

disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

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

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

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:

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

39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking

arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).

9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
- (i) 20% of the fees if the claimant has not submitted statement of claim.
 - (ii) 40% of the fees if the pleadings are complete
 - (iii) 60% of the fees if the hearing has commenced.
 - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy 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.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed

by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of

Contractor. However, ex- employees of parties may represent their respective organizations.

- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

- 44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor 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 or under the process of insolvency or liquidation, 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.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

44.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and/or obligations under this Contract and/or the

CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, 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.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment along with crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** 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 Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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.

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.

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

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

END OF SECTION-I

Part-3
SECTION-II
SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL
SPECIFICATIONS

1.0 INTRODUCTION/PREAMBLE

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 and to the performance of the work.

Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids. This will also help them to judiciously select proper inputs for successful execution of the project. However, all such related expenses shall be to bidder's account.

2.0 SCOPE OF WORK

2.1 Oil India Limited (OIL), a Govt. of India Enterprise, presently engaged in exploration, drilling, production and transportation of hydrocarbons, **proposes to acquire approximately 870 LKM of regional wide spaced 2D Seismic Data in the un-appraised areas of North-East India covering parts of Manipur** by hiring the services of an internationally reputed and competent Contractor/Service Provider having requisite infrastructure and relevant experience in different parts of the world carrying out 2D Seismic Data Acquisition. The area of operations falls mainly in Manipur state. The main part of the operational area in Manipur is predominantly covered by rocky/hilly terrain with steep slopes & cliffs and thick tropical forests/river channels. The area of operations consists:

- ✓ Hilly/Foothills Region with undulating topography/rapid elevation variation,
- ✓ Rocky terrain with steep slopes and cliffs,
- ✓ Logistically Difficult Areas having near surface pebbles,
- ✓ Boulder bed areas,
- ✓ Close to river catchment areas,
- ✓ Areas with moderate to high vegetation/thick tropical forest cover and inaccessibility in few parts.

The successful bidder shall deploy two (2) seismic crews, mobilize requisite technical resources along with experienced manpower & adopt terrain specific appropriate technology to meet the objective of the survey and complete the work strictly within the agreed time frame as stipulated in the contract. The Contractor shall ensure that seismic data acquisition work starts simultaneously by all the seismic crews planned to be deployed in the area of operations to meet the targets/time line of the Project. The Contractor shall use explosives, terrain specific shot hole drilling technology/methodology/rigs and project specific requisite technical resources along with experienced manpower to meet desired data quality in order to meet project objective.

2.2 Company expects the Contractor to meet the following requirements:

- (a) Acquisition of about 870 LKM of 2D seismic data along pre-planned straight profiles as per given co-ordinates from above area within the scheduled timeframe. However, during execution when any logistical obstacles viz. restrict permit areas, river catchment area, wild life sanctuary, and inaccessible areas falls in between the pre-planned seismic profiles; OIL will allow data acquisition along deviation/offset (straight line) of pre-planned straight lines on case to case basis with prior written approval without compromising the objective of the survey. For definition of deviated/offset line refer to **Annexure-IV**. Bidder has to carry out reconnaissance of pre-planned straight lines in the operational area and provide the plan of the proposed deviation/offset of the pre-planned straight lines in advance to OIL's QC representative at site for approval. However, for the same deviated/offset (straight line) 2D profiles, no extra time during execution shall be given to the successful bidder.
- (b) Meeting data quality as per international standards,
- (c) Deployment of 24-bit state of the art **Cable/Cable Less/Hybrid** Seismic Data Acquisition system **with compatible sensors (cables, geophones/nodes with external geophones/marshy geophones)**. OIL will QC the acquired Shot gathers (with all active channels) on daily basis post completion of each day recording operation.
- (d) Contractor's global & sufficient experience of working using its own infrastructure & expertise,
- (e) Contractor's financial strength,
- (f) Maintaining highest HSE as per International Standards in field operations, (Contractor shall submit their HSE policy along with the Technical Bid)
- (g) Environmental issues,
- (h) Time Frame,
- (i) Turn Key Contract,
- (j) The volume may vary up to **±25 %** of the proposed work quantum in same or similar areas,
- (k) Contractor shall **submit a detailed project execution plan** incorporating resource/skill involvement proposed to be used along with the technical bid. The schedule of activities showing the time frame for completion of the project has to be submitted in the form of a **Bar Chart**.

2.3 Company shall check the quality, monitor the progress and accept the data as per the set standards. The main objective of the survey is to acquire high quality regional seismic data for appraisal of these Un-appraised areas.

2.4 Under this agreement, the Contractor is required to acquire about 870 LKM of high quality 2D seismic data in the area by deploying the latest state-

of-art 24-bit Cable/Cable Less/Hybrid Seismic Data Acquisition system with compatible sensors (Cables, geophones/nodes with external geophones/marshy geophones), energy sources (Dynamite with suitable detonators etc.). In view of expected surface, near surface and subsurface complexity and presence of surface / near surface pebbles/boulder beds, the undulating terrain with rapid variation of elevations and remoteness/inaccessibility which may require terrain specific shot hole drilling technology/methodology/rigs as deemed fit by the bidder for shot hole drilling having capabilities to drill minimum 25m depth.

- 2.5 Contractor shall be required to provide accurate model-validated source and receiver statics information, along each profile and regional map for entire area by carrying out regular Uphole/LVL surveys at spacing mentioned in Para 6.2.8 below.
- 2.6 Company reserves the option to **increase/decrease** the quantum of work up to a maximum of **±25%** either in the areas mentioned above or in neighbouring areas of similar terrain conditions on mutually agreed rates which should not be higher than the original Contract rates, but on same terms & conditions and proportionate time **extension/reduction** thereof.
- 2.7 The Contractor shall acquire a total of 870 LKM of 2D seismic data within the agreed time frame as stipulated in the contract. Two (2) seismic crews must be deployed in the area of operations at all times under this contract.**

3.0 GEOLOGY OF THE AREA

- 3.1 The geological framework of Manipur including Indo-Burma range along its eastern frontier is closely linked up with the evolution of Neogene Surma basin, Inner Palaeogene fold belt and Ophiolite suture zone.
- 3.2 The Ophiolite belt occurring along Indo-Myanmar border in Manipur forms a part of Naga-Arakan Yoma flysch trough of Upper Cretaceous-Middle Miocene age. Geological data collected so far mainly relates to Ophiolite zone and adjoining terrain.
- 3.3 A large part of the state is yet to be covered by systematic geological mapping. These are the main mineral-bearing areas which have already been covered. The study of the rock formations in and around Ophiolite belt elucidates and helps in understanding the broad stratigraphy and structure of the whole terrain. Available information brings forth a geological picture depicting the spread of Tertiary rocks over the entire state with small patches of Quaternary sediments in the central part (e.g. Imphal valley) and a long narrow N-S trending Ophiolite belt towards the eastern margin of the state.
- 3.4 It, thus, emerges that geotectonically three distinct domains exist which are:
- 1) Neogene Surma basin,
 - 2) Inner Palaeogene fold belt,
 - 3) Ophiolite zone associated with Late Mesozoic-Tertiary sediments.

4.0 OBJECTIVE OF THE SURVEY:

The objective of the proposed 2D Seismic Survey **in the un-apprised areas of**

North-East India covering parts of Manipur is:

- To identify Strati-structural prospects in the area.
- Imaging of Tertiary Sediments & fractured basement prospects.

5.0 LOCATION & LOGISTICS OF THE BLOCK:

5.1 A map showing the location of the survey area is enclosed as **Annexure-III**.

5.2 Details of line coordinates are given in **Annexure-IV**.

5.2.1 Topography:

- a) The area of operation mainly covers the following districts of Manipur: Bishnupur, Chandel, Churachandpur, Imphal-West, Senapati, Tamenglong, Thoubal, Ukhrul.
- b) Physiographically Manipur may be characterized in two distinct physical regions– an outlying area of rugged hills and narrow valleys, and the inner area of flat plain, with all associated land forms.
- c) These two areas are not only distinct in respect of physical features but are also conspicuous with regard to various flora and fauna. The valley region would have been a monotonous, featureless plain but for a number of hills and mounds rising above the flat surface.
- d) The Loktak Lake is an important feature of the central plain. The total area occupied by all the lakes is about 600 km². The altitude ranges from 40 m at Jiribam to 2,994m at Mt. Iso Peak near Mao Songsong.
- e) Major portion of the state is covered by hill ranges. Topographically the state is divided into three major regions: a) Hills, b) Imphal Valley and c) Barak Basin.
- f) The Imphal valley which is around 48.3 km in length and 32.2 km in breadth lies in the centre of the state. Several hill ranges are there in the valley, the biggest being the Langol Hill Range. The hills are generally irregular serrated ridges, occasionally rising into conical peaks and flattened cliffs.
- g) The major rivers of Manipur are Barak river and the Turela Achonba river which is also known as Imphal or Manipur river. Imphal River is the longest river and it also collects excess water from the Loktak Lake and flows to join the streams of Ningthee and Chindwin river of Myanmar. The other major rivers of Manipur are Thoubal, Fril, Sekmai, Kongba, Chakpi, Khuga and Nambol. Many small streams also flow in the hill.

5.2.2 Communication:

- a) Manipur is one of the Border States in the northeastern part of the country having an international boundary of about 352 km long stretch of land with Myanmar in the southeast. It is bound by Nagaland in the north, Assam in the west and Mizoram in the south.

- b) Tulihal Airport at Changangei, Imphal, the only airport of Manipur, connects directly with Delhi, Kolkata, Guwahati, and Agartala. It has been upgraded as an International airport. As India's second largest airport in the northeast, it serves as a key logistical center for northeastern states.
- c) National Highway NH-39 links Manipur with the rest of the country through the railway stations at Dimapur in Nagaland at a distance of 215 km from Imphal. National Highway 53 (India) connects Manipur with another railway station at Silchar in Assam, which is 269 km away from Imphal. The road network of Manipur, with a length of 7,170 km connects all the important towns and distant villages. NH-37, NH-102 and NH-150 also provide good connectivity through the length and breadth of the Manipur State. Although referred to as highways, the sections of road through the areas of operation are very poor, steep & winding, making travel extremely slow.
- d) Area has limited railway connectivity from Nagaland up to Imphal.

5.2.3 **Climate:** The climate of Manipur is largely influenced by the topography of this hilly region. Lying 790 meters above sea level, Manipur is wedged among hills on all sides. This north-eastern corner of India enjoys a generally amiable climate, though the winters can be a chilly. 67% of the geographical area of Manipur is hill tract covered forests. Depending on the altitude of hill ranges, the climatic condition varies from tropical to sub-alpine. The state is drenched in rains from May until mid-October. It receives an average annual rainfall of 1467.5 mm. However, the rain distribution varies from 933 mm in Imphal to 2593 mm in Tamenglong. The precipitation ranges from light drizzles to heavy downpour. The Monsoon period restrict the effective operation window, particularly for seismic survey. The Maximum range of temperature in summer is 32 degree C whereas during the winter the temperature often falls below zero.

6.0 **DETAIL DESCRIPTION OF WORK**

6.1 **TOPOGRAPHIC SURVEY**

- 6.1.1 Contractor is required to fix **maximum 250 satellite points/reference points** all over the areas at the locations advised by Company using latest DGPS system. Contractor will take prior approval in writing for location of fixing Satellite Points/Reference Pillars in the area. The exact number of benchmarks/reference points will be mutually decided by Company and the Contractor.
- 6.1.2 Contractor will properly fix permanent pillars at every line crossings, road crossing, river crossing and important cultural features with details engraved on the pillars. All these must be validated based on above DGPS observations. The survey accuracy should be within 2 meters.
- 6.1.3 Contractor will carry out control survey and line survey operations using latest survey equipment such as DGPS, total stations, etc. with the accuracy within 1 meter from the planned lines. The survey tolerance has to be checked (based on simulated line diagram and digital data to be provided by the Contractor), agreed and approved by Company prior to commencement of shooting on each line. Any re-survey and re-pegging, if required, will be carried out by the Contractor at his own cost & responsibility.

6.1.4 **Topography Survey Standards:**

The Topography Survey should be carried out in terms of **WGS 84 Spheroid: (GPS Baseline Accuracies)**

- (i) **Static/Fast Static:** Horizontal: 5mm + 0.5ppm
Vertical 10mm + 1ppm (Ellipsoidal Heights)
- (ii) **Real Time Kinematic (RTK):** Horizontal: 10mm + 1ppm
Vertical : 20mm + 2ppm
(Ellipsoidal Heights)
- (iii) **Leveling:** Main loop error shall not exceed $0.025 \sqrt{k}$, where k is the loop distance in kilometre.
- (iv) **Spheroid:** WGS 84
- (v) **Projection:** UTM
- (vi) **Line numbering:** Numbering of lines and picket will be done in consultation with Company.

Note: All co-ordinates will be in spherical and rectangular co-ordinates and elevation will be with respect to MSL/datum.

6.1.5 Cement pillars and pipes with permanent engraved identification are required for the Reference Points as per specifications mentioned below:

- (a) Satellite Points/Reference Pillars shall be of concrete (RCC structure) as per sketch and dimension with cement, sand and 1/4" stone chips in the ratio of 1:2:4 with 10mm M.S rod, 1/2" plastering with cement sand ratio of 1:4 and 1/8" net plastering, engraved on the top of the pillar as shown in the sketch furnished in **Appendix-I**.
- (b) The base of the pillar should be buried in the ground and the following inscription to be engraved on the pillar.

PILLAR NO., O.I.L, YEAR OF SURVEY, NAME OF THE CONTRACTOR

- (c) **Pillars shall be placed in such a way that at least one pillar is available within the radius of 10 Km in the survey area. The final scheme of pillars shall be decided in consultation with onsite OIL representative.**
- (d) **The Pillar will be painted yellow and engraved inscription in red.**

6.1.6 Contractor may be required to establish additional Benchmarks during the course of the survey if necessary at his own cost.

6.1.7 Contractor will submit a comprehensive report mentioning methodology of fixing Reference Points & Benchmarks, details of the Reference Points & Benchmarks, including sketch and the co-ordinates in the different systems as desired by the Company.

6.1.8 **Post Plots:** The Contractor shall process the survey data and provide post plots of topographic survey data at no extra cost to Company, as per industry practice

in three different scales as agreed mutually, with scheme of lines

- 6.1.9 All topographic survey data shall be delivered to Company in triplicate in SPS format on a DVD & Portable HDD. **Elevation:** The Contractor shall provide elevation of every receiver group and shot point with respect to MSL/datum.

6.2 SEISMIC SURVEY:

6.2.1 ACQUISITION PARAMETERS:

Company's requirement is continuous data coverage along each profile with best possible symmetric sampling of offsets as per the following parameters:

No. of Active Channels /shot	600
Type of Shooting	Symmetric Split Spread
Group Interval	20 mts
Shot Interval	60 mts
Minimum Offset	10 mts
Maximum Offset	6000 mts
Offset Distribution	Uniform
Record length	8 Sec
Sampling interval	2 ms
Shot Hole Depth	~ 20 m, however the final shot hole depth to be adopted shall be decided after the necessary experimental work in the field.
S/N ratio	High, Min.120 dB dynamic range, with 24-bit Delta-Sigma recording technology and suitable noise. Shaping filter etc. to match the best record in the area.
Data Format	SEG-D/SEG Y Demultiplex format in 'SEG' normal polarity.

Note:

- (i) Final acquisition parameters like Charge size, Shot hole depth, Shot Hole Pattern shall be decided after the necessary experimental work in the field.
- (ii) The experimental shooting has to be done specifically for different areas by all the crews as per consultation with Company representative.
- (iii) Contractor shall prepare the pre-plots and pre-plan for any recovery shots required to achieve uniform sampling of offsets as far as possible and get it approved from the Company representative.
- (iv) Work in the area will only start when Company advises Contractor of the final acquisition parameters in writing.

6.2.2 ENERGY SOURCE:

Contractor shall use **explosives** as energy source for data acquisition in thick forest zones, land, marshy land/swamps, boulder covered areas etc. depending upon the logistics and terrain conditions. Depending upon the logistics and terrain conditions, Contractor must ensure the following geophysical requirements:

- a) Adequate energy to image target horizons.
- b) Proper source coupling.
- c) Shot hole depth has to be maintained as per the optimum Shot hole Depth decided after the pre-acquisition experimental survey.
- d) The quantity of explosives to be used per shot/shot hole, depth & type of shot hole, drilling requirement will be finalized in consultation with Company's onsite representative and the same will be binding on the Contractor.

6.2.3 **EXPLOSIVES AND DETONATORS:**

- (a) The **license** for storage of explosive in portable magazine for field use against the contract shall be in the name of contractor. Contractor shall arrange to procure, store and transport requisite quantity of explosives and detonators at its own risk, cost and responsibility. Contractor shall use Explosive and Detonators as per the specifications mentioned in **Appendix-II**.
- (b) Contractor shall arrange at its **own cost & own name** the necessary permits to store and transport explosives and detonators **including security during storage, operation time and transportation**.
- (c) Contractor shall be responsible for handling, loading and blasting of shots holes by engaging authorized licensed personnel and for maintaining records of explosives and detonators. Company's on-site representative(s) shall periodically verify the stock physically. Contractor shall arrange for Police verification for all the persons engaged in handling of explosives and detonators.
- (d) Contractor shall be responsible for safety and security of explosive and detonators under its custody. Contractor shall submit daily online consumption/usage of explosives to Petroleum and Explosives Safety Organization (PESO) and duly signed quarterly statements of consumption etc. as per PESO guidelines.
- (e) Contractor shall maintain proper account of the consumption of explosives & detonators and shall submit online daily, weekly and monthly consumption/stock statements as per guidelines of PESO.
- (f) All rules precautions regarding procurement, use, transportation, storage and handling of explosives and detonators shall be observed by the Contractor. Company shall in no way be responsible for violation of any rules whatsoever by the Contractor.
- (g) **The Contractor shall quote for unit price per Kg of explosives and Detonators on all-inclusive for destination (working site) basis, considering the minimum consumption in area as mentioned below:**

Explosive(Kgs)	Detonator(Nos.)
3,62,500	87,000

Charge size will be fixed after experimental shooting for respective area.

- (h) In the case of additional usage of explosive and detonators due to operational requirement and certified by on-site Company representative, the same will be compensated as per actual based on supporting documentation provided with monthly invoice.

- (i) The payment against consumption of explosives and detonators will be done as per actual monthly consumptions. The Contractor has to enclose the Explosive/Detonator return statement (as per PESO guidelines) along with monthly invoice.
- (j) Contractor shall make necessary security arrangements to guard the loaded shot holes till they are blasted.
- (k) Contractor shall deploy minimum **two (2) number of explosive jeep** per crew for safe transportation of explosive & detonators to the field. Contractor must ensure that explosive & detonators are transported in separate licensed vehicle during field operation.

6.2.4 SHOT HOLE DRILLING:

- (a) In earlier campaigns, it was observed that, single shot-hole of **~20-meter** depth is the minimum requirement in the area. In view of expected surface, near surface and subsurface complexity and presence of hard rock formations/river catchment areas at places may require terrain specific shot hole drilling technology/methodology/rigs having capabilities to drill to the shot-hole depth in general up to **25 meters**.
- (b) However, the shot hole depth may regionally vary over the block area and will be finalised after experimental survey and preparation of near surface model after interpretation of Uphole/LVL data acquired and processed in the block.
- (c) In case single hole is not possible, contractor can drill the pattern hole with the prior approval of company representative. However, the number of pattern shot hole shall not exceed more than 5 and their cumulative depth shall not be less than the 120% of the equivalent single shot hole depth.
- (d) Source Positioning:
 - (i) Source positions shall be as close to staked locations as possible.
 - (ii) Deviations of more than 1m along the line or half the group interval perpendicular to the line will be noted in the logs and shall be re-surveyed.
 - (iii) Each source position will be placed so as to minimize damage to the surface, subsurface aquifers, and to any structures or buildings.
- (e) The Contractor is advised for a thorough reconnaissance of the terrain to get fully acquainted with details of surface topographic features, local geology/subsurface formations, accessibility/approach/slope & terrain conditions and type of drilling equipment required/location of compressors in inaccessible areas.
- (f) The proposed profiles are extending through river catchment area, alluvial covered plain lands to foothills/hills with steep slopes & cliffs and undulating topography. Some of these areas have near surface pebbles and boulder bed causing difficulty in drilling shot holes of desired depth. In such extreme cases bidder may have to use casing while drilling or requisite use of chemicals to prevent shot hole collapsing or any shot hole drilling technology.
- (g) Contractor shall take all appropriate measures to ensure the stability of shot holes till they are loaded to the required optimum depth, at no extra cost to Company.
- (h) Blasted shot holes and pits shall be filled with earth immediately after firing of shots. No additional payment shall be made to Contractor for filling the blasted

holes.

- (i) The shot hole depth shall be decided by the results of up-hole surveys/LVL and depth optimization experiments in the operational area. Source depth shall be fixed in consultation with Company's representatives.
- (j) The depth to which the bottom of explosive is lowered will be considered as depth of shot hole. Measurement of depth by drilling rods/tamping rods or by any other means shall not be considered final unless the explosive is lowered to the depth asked for. The depth measurement is to be made by the authorized representative of the Contractor in the presence of the authorized representative of Company and only the depth measured and verified by Company's representatives will be considered final.
- (k) After lowering the charge up to the bottom of shot hole the proper tamping of charge should be done for better transmission of shot energy to the earth medium.

6.2.5 RECEIVERS:

- (a) Contractor shall deploy **Marshy geophones/nodes with external Marshy Geophones** (Land/Marshy geophones) only keeping with the logistics of the area.
- (b) Contractor shall use **Marshy geophones/nodes with external Marshy Geophones** which must be of industry standard. Contractor shall use LOW DISTORTION and HIGH PERFORMANCE geophones with natural frequency of 10 Hz. (viz; SM24/SG-10 or equivalent or better). The response of geophones to be externally used along with nodes should be as per specification of OEM.
- (c) The **marshy geophones/nodes with external marshy geophones** must be fully compatible with seismic data acquisition system (**cable/cable less/hybrid**) along with necessary interface/**telemetry cables**/ground station units. No. Of geophones per station must be 12 (twelve) having industry standard spike length. The configuration of Analog Geophones must be: 6x2 [(6 in Series and two (2) such series in parallel)]. It is necessary to bury the geophones below the ground level to minimize noise.
- (d) In regard to receiver type, sensitivity & array, Contractor must maintain followings to the satisfaction of Company.
 - (i) All the receivers must be compatible to 24-bit recording for high bandwidth signal, which is necessary to resolve the thin reservoirs.
 - (ii) Proper receiver coupling (tightly planted or buried geophones).
 - (iii) Noise analysis for recording data with high S/N ratio up to the satisfaction of the Company.
 - (iv) **Polarity:** SEG Normal Polarity.
 - (v) **Tests: Marshy Geophones/Nodes with external Marshy Geophones** tests shall be conducted daily for polarity, phase, damping, natural frequency and sensitivity, leakage etc., and the report shall be submitted. Electrical continuity and tap tests shall be conducted monthly or as desired by Company. Faulty geophones and geophones with characteristics outside manufacturer's specifications shall be replaced immediately.
 - (vi) **Array Locations: Marshy Geophones/Nodes with external Marshy**

Geophones positions shall be as close to the staked locations as possible. In case of any Deviations of more than 1m along the line or 5m perpendicular to the line will be noted in the logs and shall be re- surveyed.

(vii) Geophone/Node Plantation:

- Each **Geophones/Node with external geophones/Marshy Geophones** shall be planted firmly in pits (5-10 inches) to achieve good coupling with the earth and proper vertical positioning. Artificially filled earth / vegetation etc. shall be avoided as far as possible.
- **Geophones/Nodes with external geophones/Marshy Geophones** shall be planted at proper position (as close to the staked position as feasible). Plantation near trees, power lines, houses etc. shall be such that the ambient and cultural noise is at minimum level.
- **Geophones/Nodes with external geophones/Marshy Geophones** shall be planted on bund (artificially elevated portion around cultivated land) unless and until it is unavoidable. Such decision shall only be taken in consultation with Company representative.

6.2.6 NODES/CABLES:

All the nodes/cables, connectors, ground electronics and receivers as applicable shall be maintained in good condition throughout the duration of survey, with sufficient backup for normal operations.

6.2.7 RECORDING EQUIPMENTS:

Contractor will deploy latest state-of-art 24 bit **Cable/Cable Less/Hybrid** Seismic Data Acquisition system with compatible accessories/ground electronics, suitable to acquire the required quality data in the logistics and the terrain condition prevailing in the areas mentioned above. The equipment should be able to provide real time Quality control monitoring of recorded data from different source and receivers as selected. OIL will QC the acquired Shot gathers (with all active channels) on daily basis post completion of each day recording operation.

6.2.8 UPHOLE/LVL SURVEY AND STATICS INFORMATION:

- a. Contractor will seek prior approval from the Company for the LVL/UP- HOLE plan/grid.
- b. Contractor is required to provide accurate and model validated source, receiver statics along each profile and for the entire area by carrying out LVL/Uphole survey at pre-approved locations in consultation with Company.
- c. Contractor is required to carry out Uphole survey at:
 - (i) **1 Km interval in the highly undulating terrain**
 - (ii) **2 Km interval at the normal and flat terrain**
- d. Wherever the adequate depth for the Uphole survey is difficult to achieve, Contractor shall carry out **3-4 shallow refraction or LVL** survey at pre- approved locations along the planned seismic lines in consultation with Company.
- e. Contractor must Process & Interpret LVL and Up-hole data (in graphic and

tabulated form) and do compute the field statics.

- f. Contractor must also use the first-break information along with near-hole Uphole recording.
- g. The depth of Uphole survey should be 60 meters. However, for terrain specific cases the same will be finalized with consultation with Company representative.
- h. In case a line crossing falls within 1 Km of an Uphole point, the Uphole survey will be carried out at the line crossing instead.
- i. The results of the Up-hole surveys (in graphic and tabulated form) shall be submitted to Company representatives stationed at site, minimum two days before the shooting of the line to determine the optimum Shot Hole depth.
- j. **The detailed near surface model and model validated statics corrections (for both shot and receiver stations)** for the entire area under operation must be provided to Company in UKOOA & ASCII Format on cartridge/suitable media as well as in hard copies with the recorded data cartridges.
- k. In case, line crossing falls in water/marsh, the Uphole shall be taken at the nearest shot point on the land or as desired by Company.
- l. The Uphole interval may be mutually changed by Company and Contractor depending on the requirements.
- m. The statics data has to be provided in CD as well as on hard copies in user defined format containing line number, shot/receiver number, shot/receiver co-ordinates and the statics corrections and other relevant information.
- n. The Uphole/LVL survey should be planned ahead of shooting so that the same should be available for quality control during recording.
- o. The Company reserves the right to modify the grid of up-hole/LVL surveys to be conducted in the area in case the technical requirement for the same is felt necessary by Company representative.

6.3 QC PROCESSING SYSTEM:

- 6.3.1 Contractor shall provide industry standard seismic data quality control system for each crew to monitor seismic coverage and overall seismic and positioning data quality. The system should have capability to generate coverage maps with user selectable offset ranges.
- 6.3.2 Contractor shall be required to undertake QC processing of the acquired 2D data for quality check. Contractor shall ensure that sufficient processing facilities, including hardware, industry standard seismic data processing software and experienced personnel are available to perform these tasks. A hard & soft copy of the full length of brute stack sections (industry standard scale) shall be generated for display of selected CMP lines with QC processing flows like RMS amplitude displays, bad trace detection, computation of statics solution, position data and statics solution merged as specified by the Company's representative. Company's representative shall have access to the QC processing system for any QC checks or verification.

6.3.3 Contractor shall provide facility for playing back the recorded data, to

facilitate offline QC of seismic and survey data.

- 6.3.4 Contractor shall provide QC system capable of processing the data upto Pre Stack Time Migration. The Company reserves the right for asking **Pre-Stack Time Migration upto a maximum of 5% of the total acquired data** in case the technical requirement for the same is felt necessary by Company representative to check the quality of the data in the operational area. No separate payment will be made for this and the work shall be performed at the camp site.

7.0 EQUIPMENT & PERSONNEL:
(Applicable for each crew in the operational area)

- 7.1 Contractor shall deploy latest state-of-the-art equipment, with compatible accessories to carry out the work under this contract. Contractor must mobilise the equipment as quoted against the Tender. They will not be subsequently permitted to change the make & model of equipment whatever they offer in their Bid. **However, the higher model or version of the same make may be considered in case of break-down & non-availability.**
- 7.2 Contractor arrange to mobilize all materials available indigenously not limited to items such as generators, bunkhouses, tents, office equipment etc. in addition to deploy **minimum 25 number of shot hole rigs per crew** (in good working condition) suitable for the operational area all the time of the operation in order to maintain optimum progress to achieve project target within stipulated time.
- 7.3 Contractor shall carry, use and provide all required consumables e.g. cartridges, survey materials (pegs, paints), flexible wire, adhesive tapes, loading poles, recording paper & logs and chemicals, shot hole casings (if required), line communication systems, batteries etc. in brand new condition for completing the entire survey including the additional quantum of job, if any, under this contract.
- 7.4 Contractor shall engage and deploy well experienced & qualified personnel for carrying out various operations related to work under this contract. Personnel holding key posts or involved in decision making processes must have experience as per **Annexure-II** in carrying out similar jobs elsewhere with reputed organizations.
- 7.5 Contractor must submit detail bio-data of all key personnel to be deployed by them for the entire period of the project along with the bid. Should Company find any of these personnel unsatisfactory/undesired during the job execution, Contractor must arrange for immediate suitable replacement of such personnel without interruption to operation. Should there be any change of personnel on request from Company for whatsoever reason; Contractor must obtain approval from Company before deploying the suitable replacement.
- 7.6 Contractor shall undertake to deploy all the unskilled labours required for this job from in and around the area of operation.
- 7.7 The equipment/key personnel to be engaged by the Contractor should be capable of maintain optimum recording/shooting progress.
- 7.8 **Communication Equipment & Licenses:** Contractor shall be fully equipped for requisite numbers of communication device for field operation as well as communication with base camp. All the communication device sets deployed in

field operation must have valid licensed frequency band for usage arranged by Contractor with administrative help of Company to obtain necessary approvals.

8.0 EXPERIMENTAL WORK
(Applicable for each crew in the operational area)

- 8.1 Final acquisition parameters like Charge Size, Shot Hole Depth & pattern shall be decided after the necessary experimental work in the field.
- 8.2 All necessary experiment and other tests to determine optimum field parameters shall be performed prior to commencement of data acquisition. The tests shall be carried out as per the International practice in the Seismic Industry. It may be required to carry out certain field test at the request of the Company. The time spent on this, however will be paid on a pro-rata basis against cost for Experimental Recording per day rate.
- 8.3 Contractor shall submit the detailed plan of the Experimental Survey which Contractor proposes to carry out in the operational area. The final Experimental Survey plan will be finalized in consultation with Company representatives.
- 8.4 The experimental work shall be carried out for a maximum period of 20 days to decide upon optimum Shot hole depth, charge size etc. The period of 20 days or parts thereof can be availed prior to or during the operation to meet the operational area geological/geophysical requirements.
- 8.5 The Contractor shall carry out Experimental work at identified sites in consultation with Company representatives in the operational area.
- 8.6 Contractor shall perform Pre Acquisition Experimental Work before the start of production shooting, as well as Experimental Work during Production Shooting because the proposed profiles are very long where we may expect change in area/terrain condition. Both the crews deployed for the operational area under this contract has to take up Pre Acquisition Experimental Work simultaneously in their respective site of deployment. However, the schedule and location of Experimental Work during project execution has to be planned only in consultation with OIL as and when required and the contractor shall be paid as per actual.**

9.0 QUALITY OF WORK & QUALITY CONTROL MEASURES:
(Applicable for each crew in the operational area)

- 9.1 The Contractor shall install a full-fledged workshop to maintain/repair all requisite specialized vehicles, equipment and accessories such as cable tester, geophone analyser, Battery charger, Generators, communication sets etc.
- 9.2 The Contractor will install a state of-the-art workstation with requisite hardware, latest software, accessories and consumables to carry out following QC tests with acceptable plotting facilities at field site:
- Survey processing & plot generation.
 - Planning of Seismic Survey
 - Analysis for Foldage, offset.
 - Uphole analysis and model based statics computation.
 - Monitor display and pre-processing for quality control.

- S/N ratio analysis
 - On line Basic Field QC processing incorporating static solutions on site to check the quality of output for every line completed. These processing and Company's comment on data quality would be pre-requisite to start shooting of succeeding line.
- 9.3 The Contractor shall carry out the services in a fully professional manner and the information acquired/produced by them shall be of the quality acceptable to the Company. Should the information acquired/produced be of a quality not acceptable to the Company, then the Contractor will undertake to re-perform that part of service causing dissatisfaction totally at his own expenses. Company's standard for performance shall be the one accepted by standard of the geophysical industry.
- 9.4 Company also reserves its right to inspect the Contractors' equipment at any time during operation. Any equipment found short/defective shall be arranged/replaced by the Contractor within shortest possible time but not greater than two weeks at his own cost, without disruption of the work assigned under the Contract. No extension will be granted in the time of Contract on these grounds. Any equipment found defective, unserviceable more than two times during the tenure of the Contract will be replaced by the Contractor forthwith at his own cost. The time for replacement will be no more than two weeks from date of the defect identified by the Company or the Contractor whichever is earlier. Company reserves the right to certify the capabilities of personnel deployed by the Contractor and will submit in writing if the performance of any such personnel is not satisfactory. In such case the Contractor will arrange immediate replacement with no disruption to progress/quality of the Work.
- 9.5 The Contractor will make necessary arrangements for Real Time Quality Control through Monitor display simultaneously with the recording operation and pre-processing for quality control of acquired data on the same day in the operational area. OIL will QC the acquired shot gathers on daily basis post completion of each day recording operation. In case more than 25% of acquired shots within the per ground line kilometre of recording operation are found to be categorized as Bad Records, Contractor will be liable for re-shooting at its own cost.
- 9.6 **PLAY BACK (MONITOR) RECORDS:**
- Play back records will be taken as required by Company's representative with displaying signals, from all seismic channels, shot instant, timing lines and up-hole time. All monitor records shall be annotated with Line No., Shot Point No., Charge size, Shot Hole depth, Up-hole time and Recording Date etc.
- 9.7 **NOISE:**
- Controllable noise such as that due to movement of crew equipment and personnel and source generated noise shall be reduced as much as possible. Sufficient precautions shall be taken for ambient noise such as wind, natural earth vibrations, power line noise, traffic and industrial noise to be kept minimum.

9.8 DEFECTIVE TRACES

A trace shall be considered defective under any one (or more) of the following conditions:

- a. A trace is dead.
- b. Controllable noise is more than 12 db above as exhibited w.r.t. the adjacent traces for a continuous period of one second during recording cycle.
- c. The recording system/sensors do not meet the OEM's specifications
- d. Its polarity is reversed.
- e. Leakage worse than half mega ohm.

9.9 DATA GAPS:

- a. There shall be no gaps/skipped shots even in dense vegetation, water covered areas, paddy fields, and marshy areas where suitable technique shall be used and full spread shall be laid in advance.
- b. In such areas, loss of multiplicity shall be restricted to minimum using suitable recovery techniques in consultation with Company representatives.
- c. Contribution from near offsets may be relaxed in case of recovery shots. Skips/Recovery plan should be communicated to onsite Company representative in advance.
- d. The Contractor shall re-shoot at his expense where re-shooting/recovery shots are required to maintain the minimum fold specification in areas around natural and manmade obstructions.
- e. In the event of requirement of modification/deviation/termination of a particular profile in the presence of obstacle such as Wildlife Sanctuaries, Defense Installations, Military/Army camps the same will be finalized in consultation with Company representative. The contractor shall submit alternative plan timely to get it approved.
- f. The Contractor will put all effort to take recovery for each skip shot at the nearest possible point. In case of recovery shots, information regarding position of recovery shot, receiver and tolerance of S/N ratio should be available at site. Company shall not consider the skipped shot (those not recovered) for payment.

9.10 WORK SHALL NOT CONTINUE ON ANY DAY IF:

- a) There are more than 2 % of active traces are defective as defined in 9.8.
- b) Monitor device is inoperative.
- c) Five consecutive records are bad records as defined in 9.11.

Note:

1. Dead traces, due to natural or man-made obstacles to geophones planting shall not be considered as defective traces. Reasons for not planting the geophones at such places may be recorded on observer's log.
2. Onsite representatives of Company shall be informed in advance about such obstacles. However, suitable receiver types shall be deployed in water covered areas/swamps with data gaps restricted to minimum.
3. Company's representative, under exceptional conditions, may permit relaxation of the above work standards, without sacrificing data quality. These conditions shall be logged on Observer's sheet.

9.11 BAD RECORDS:

A record having any one of the following will be considered as bad record and shall not be considered for the daily progress:

- i. More than 2% dead channels of total channels recorded, per record. Contractor shall put all his efforts to rectify the dead/bad channels as early as possible. However, the Contractor shall start every day's operation with all good traces.
- ii. Records with more than 6 consecutive dead channel in any record, however total no of dead channels in a record cannot exceed more than 2% of total channels recorded, per record.
- iii. Record with sync. Error.
- iv. Record with parity error.
- v. Record with appreciable cross feed, leakage and spread noise etc.
- vi. The Contractor will reshoot the bad records at the advice of Company's representatives at site.
- vii. No detonation of charge occurs.
- viii. Data are recorded with incorrect instrument settings.
- ix. Data is not identifiable to the recorded shot or not retrievable from magnetic cartridges.
- x. Loss of magnetic recording occurs during designated record length.
- xi. Shot with charge at depth less or more than pre-decided optimum depth.
- xii. Partial detonation/Floating of explosive in a hole.
- xiii. Data is recorded without performing periodic instruments and field tests (e.g. geophone impulse test, leakage test etc.
- xiv.** Data recorded with only internal time break.

**10.0 DATA/CARTRIDGE LIABILITY
(Applicable for each crew in the operational area)**

Contractor shall be solely responsible for quality, loss or damage due to any reason including fire, theft etc. of any documents/cartridge and other important documents/floppies etc. pertaining to this contract while in his custody or control. In the event of such loss, the Contractor shall be responsible to redress/reshot the loss entirely at his own cost. However, the decision on the modalities to reshot/redress such losses shall be entirely at the discretion of Company. The Contractor shall use original, high quality, high durability, error free 5 GB cartridges with zero write-skip error, zero read error and zero write

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

11.0 DELIVERABLES, REPORTS AND SCHEDULE OF PERFORMANCE:
(Applicable for each crew in the operational area)

11.1 Contractor shall maintain their equipment in perfect working condition and shall submit to Company Daily, Weekly and Monthly Reports of the performance of the equipment and the field status. Contractor shall have the facility and capability to provide their performance reports at the site. If Company Representative determines that the Work or equipment is not within Contractual specifications, Contractor shall suspend the operations until Company Representative is satisfied that the Work and equipment meets the required standards. No payment shall accrue to Contractor during the period in which work is suspended as aforesaid. He will carry out requisite tests as per the equipment manual and submit following report to Company:

- Daily equipment test report
- Weekly test reports
- Monthly test reports

11.2 Contractor shall submit a detailed report along with recorded seismic data, monitor records etc. on selection of the field parameters within four (4) days after completing experimental work. Contractor shall submit to Company a weekly report on data quality of the job undertaken during the week.

11.3 The Contractor shall have the facility to process, generate and provide performance report of the equipment at site. Contractor will provide monthly performance tests in cartridges for QC to be processed at Company's Processing centre. If, Company is not satisfied with the reports submitted and performance of the instruments, the Contractor shall suspend the operations and fix the performance of the equipment till the Company representative is fully satisfied with the performance of the equipment.

11.4 Regarding progress of the field work, Contractor shall compile all crew-wise data/information on daily, weekly & monthly basis and submit the under noted reports to Company through e-mail for the entire project on or before 7 A.M of the following day.

i) Daily report consisting of:

- Daily survey progress and fixing of benchmarks;
- Drilling report including loading depth and Uphole time;
- Recording progress with correspondence to preplan model;
- LVL/Uphole survey report, static model with interpretation;
- Quality Control reports;
- Explosive and Detonator consumption/stock report;

- Reports on HSE issue
- Recommendations, if any.

ii) Weekly cumulative report consisting of:

- Progress of survey & recording;
- LVL/Uphole survey report with interpretation;
- Quality Control reports including Brute Stacks generated;
- Explosive & Detonator consumption/stock report and Explosive & Detonator consumption Return Statement as per PESO guideline.
- Summary of data transmittal to Company;
- Summary of Health, Safety & Environment incidents;
- Recommendations, if any.

iii) Monthly cumulative report consisting of:

- Progress of survey (with line sketch) & recording (% achieved of total planned);
- LVL/ Uphole survey report with interpretation (% achieved of total planned);
- Quality Control reports and seismologist report;
- QC processing output section incorporating statics with used parameters;
- Intersection information with survey & statics mismatch if any;
- Number of permanent reference points/pillars fixed with detail coordinate, sketch with cultural information;
- Explosive and Detonator consumption/stock report and
- Explosive and Detonator Consumption Return Statement as per PESO guideline
- Summary of data transmittal to Company;
- List of visitors;
- List of personnel, equipment available and working;
- Recommendations, if any.
- Maps showing the monthly & cumulative progress of the following:
 - Survey
 - Recording
 - LVL & Up-hole Survey
 - Fixing of Benchmarks
 - Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions taken.
- Report on Crew change
- Report on correspondence with district authorities
- Report on the consumption of the consumables
- Report on Import/Export of the material/consumables

- 11.5 Contractor will submit/deliver the recorded data along with all the relevant data as mentioned in **Appendix-III** to the authorized Company's representative at Duliajan at the address mentioned below with no additional cost to Company:

**Executive Director-Geophysics
Geophysics Department
Oil India Limited
Duliajan-786602
Dist: Dibrugarh, Assam**

11.6 ANNUAL INTERIM ACQUISITION REPORT:

Contractor will submit four (4) hard copies and four (4) soft copies on CDs of crew wise Annual Interim Acquisition report covering the quantity of work completed within that particular Financial Year only by individual crews deployed in the operational area. Contractor will submit a draft copy of the report within thirty (30) days of completion of financial year. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- Equipment used in seismic data Acquisition
- Pre-Acquisition Planning
- QC in Field during data Acquisition
- Post-Acquisition QC
- Statistics Calculation Methodology
- Statistics of all the Up-hole and LVL Profiles, Data of all the LVL and Up-holes
- Plots of all LVL and Up-holes interpretation (A4 size)
- Field QC Processing
- Processing Flow
- Plots for the QC Check and Parameter selection of QC Processing
- Quality Control including stacks generated-in A4 size for every line
- Statistics viz. Offset Distribution.
- Details of the delivery of the seismic & survey data (Tape List, CD list etc.)
- Base Map, Coverage Map, LVL & Up-hole Location Map (A4 size)
- Base Map, Coverage Map, Foldage Maps Offset Distribution Map LVL & Up-hole Location Map on mutually agreed industry standard scale.
- Conclusions and Recommendations

11.7 FINAL OPERATIONAL REPORT:

Contractor will submit four (4) hard copies and four (4) soft copies on CDs of **Final Operational Report** for individual crews deployed in the operational area. Contractor will submit a draft copy of the report within thirty (30) days of completion of the data acquisition in the block. The Final Report to be submitted within seven (7) days of receipt of the draft report by the Company incorporating Company's views/suggestions on the draft report. Report must include:

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- QC during data Acquisition
- Sample field record, up-hole plots, refraction profiles
- Base Map, Coverage map, LVL & Up-hole location map, Reference Pillar map (A4 size)
- Quality Control including stacks generated-in A4 size
- Survey production statistics

- Report on Crew change
- Report on correspondence with district authorities
- Summary of data transmitted to Company
- Number of Benchmarks established with co-ordinates and sketches with local cultural information
- Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions required.
- List of visitors
- Mobilization and Demobilization schedule and performance
- Consumption of the consumables
- Import/Export of the material/consumables
- Conclusions and Recommendations

11.8 FINAL TOPOGRAPHICAL SURVEY REPORT:

Contractor will submit four (4) hard copies and four (4) soft copies on CDs of **Final Topographical Survey Report** for individual crews deployed in the operational area. Contractor will submit a draft copy of the report within thirty (30) days of completion of the data acquisition in the Block. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

- Topographical survey Methodology.
- Parameters used in the Survey
- Equipment used in the Topographical Survey
- Personnel involved in the Topographical survey.
- Methodology and parameters used for co-ordinate transformation.
- Network Survey.
- Quality control measures for the Topographic Survey.
- Statistics of the Topographic Survey.
- Statistics of all the reference pillars/control points which were fixed/used during the course of the Survey.
- Line sketches
- Sketch diagram of all the reference pillars and control points.
- Base Map, LVL & Up-hole Location map, Reference pillar map on mutually agreed industry standard scale.
- Conclusions and Recommendations.

11.9 FINAL ACQUISITION REPORT:

Contractor will submit four (4) hard copies and four (4) soft copies on CDs of **Final Acquisition Report** for individual crews deployed in the operational area. Contractor will submit a draft copy of the report within thirty (30) days of completion of the data acquisition in the Block. The Final Report to be submitted within seven (7) days of receipt of the draft report incorporating Company's views/suggestions on the draft report. Report must include:

- Review of the geophysical objectives and success of the project in meeting the objectives
- Field experiment procedure and results
- Recording parameters
- Equipment used in seismic data Acquisition
- Pre-Acquisition Planning
- QC in Field during data Acquisition
- Post-Acquisition QC
- Statistics Calculation Methodology

- Statistics of all the Up-hole and LVL Profiles, Data of all the LVL and Up-holes
- Plots of all LVL and Up-holes interpretation (A4 size)
- Field QC Processing
- Processing Flow
- Plots for the QC Check and Parameter selection of QC Processing
- Quality Control including stacks generated-in A4 size for every line
- Statistics viz. Offset Distribution.
- Details of the delivery of the seismic & survey data (Tape List, CD list etc.)
- Base Map, Coverage Map, LVL & Up-hole Location Map (A4 size)
- Base Map, Coverage Map, Foldage Maps Offset Distribution Map LVL & Up-hole Location Map on mutually agreed industry standard scale
- Conclusions and Recommendations

12.0 HEALTH, SAFETY AND ENVIRONMENT (Applicable for each crew in the operational area)

- 12.1 Contractor shall ensure all operations are undertaken under this contract is conducted in a safe and responsible manner. The HSE standards employed shall conform to those normally followed in the industry and shall comply with all IAGC and E&P Forum guidelines and Indian Explosives Act and Rules.
- 12.2 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.
- 12.3 Contractor shall provide the Personal Protective Equipment (PPE) as applicable to their personnel and ensure strict use.
- 12.4 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.

12.5 Bidder shall submit HSE policy along with its technical Bid.

END OF SECTION-II

Part-3
SECTION-III
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.0 PROJECT COMPLETION SCHEDULE:

1.1 LETTER OF INTIMATION (LOI)

Company will notify the contractor in writing to start the mobilisation of equipment, personnel and other resources as required for execution of the work. Contractor cannot start the mobilisation before the issue of LOI.

1.2 MOBILISATION

1.2.1 The mobilization is defined as the deployment of two seismic crews with the required equipment, personnel and completion of all required formalities, instrument tests etc. for full and proper execution of the survey work at the designated site.

1.2.2 The mobilization of equipment, personnel and other resources as required for execution of contract should be completed by the Contractor within **Ninety (90) days** from the date of issuance of **Letter of Intimation (LOI)** for mobilisation by Company. The Contractor is required to provide the schedule days of mobilization, of crews and equipment along with the TECHNICAL BID in such a way that Contractor ensures acquisition of a minimum of 65 LKM 2D Seismic Data per operating month against the contract otherwise their Bid will be rejected.

1.2.3 Before commencement of the mobilization of equipment and crews, the Contractor is required to ensure that all expatriates engaged for the work have been duly cleared by the appropriate ministries viz; Ministry of Home Affairs (MoHA), Ministry of defence (MoD), Ministry of External Affairs (MEA), Govt. of India. Company reserves the right before data acquisition to inspect and approve Contractor's equipment after it is completely assembled and ready for work at each Camp Site.

1.2.4 If required, Contractor shall make its equipment available in India for inspection by the Defence authorities and/or Customs authorities for security & clearance purposes respectively before the commencement of survey work. Before the commencement of the work, Company also reserves the right to inspect and approve Contractor's equipment & accessories after they are fully assembled and made ready for data acquisition. Technical and HSE audit may be undertaken.

1.2.5 Mobilization shall be deemed to be completed when all equipment of seismic crews are fully tested, calibrated and put into operation, necessary pre-acquisition experimental work by individual crew is conducted (as specified in **Scope of Work (SOW), Section-II, Part 3**) and seismic data acquisition of first 10 LKM is completed by each crew deployed within the operational area and accepted by Company. The first instalment towards payment of lump sum

“Charges for Mobilization” will be made as defined in **Schedule of Rates (SOR), Section-IV, Part-3** only after seismic data acquisition of first 10 LKM is completed by each crew deployed within the operational area and accepted by Company.

- 1.2.6 Mobilisation time includes the initial experimental work up to a maximum of three (3) days per crew. However, time spent on acquisition of minimum production record of 10 LKM each by both 2D crews is exclusive in the above mobilization period. Payment will be made for the actual time spent on this pre-acquisition experimental work as per quoted rate against cost for “Experimental Survey” per day per crew. Further, payment of minimum production record of 10 LKM each by both 2D crews will be paid separately as per quoted rate for “Operating rates per LKM” by the contractor for regular seismic survey.
- 1.2.7 Without prejudice to the Liquidated Damages clause 9.0 below of the Contract, Company may allow the Contractor to begin operations under the contract without waiting for the second crew to become ready, considering the importance & urgency of the requirements. However, under such situation, payment towards the following charges shall be withheld/retained by Company till all two crews start operating in the field under the contract.
- i) Mobilisation Charge shall be retained in full.
 - ii) 10% of Operating Charges shall be retained.
- 1.2.8 In case, the last date of scheduled mobilisation of 90 days falls within the non-operating period (June-October) or in case of early advent of monsoon, Company reserves the right to extend the mobilisation date up to the end of monsoon break.

1.3 DURATION OF CONTRACT:

- 1.3.1 The duration of Contract, to be reckoned from the Commencement Date (i.e., from the date on which the first regular production shot is accepted by Company under the contract), shall be for a period of **Fourteen (14) Operating Months**.
- 1.3.2 In the event of default on the part of the Contractor to complete 2D Seismic Data Acquisition of 870 LKM within Fourteen (14) Operating Months from the Commencement Date of the contract, then the remaining/unfinished volume of work must be completed within shortest possible extra time with a penalty as specified in clause 9.2 below.
- 1.3.3 **The time spent for seismic data acquisition of first 10 LKM by each crew in the operational area as part of successful mobilization is included in the duration of Contract i. e. Fourteen (14) Operating Months.**
- 1.3.4 Contractor shall be entitled for equivalent time extension on company's certification, for the loss of production due to the following:
- 1. Bad Weather Days with extreme climatic condition.
 - 2. Stand by days for non-fulfilment of Company's obligation under the Contract.
 - 3. Force Majeure days.
 - 4. Base Camp Shifting Days not more than Seven Days per Base Camp shift.

However, no such extension shall be permitted for production loss on account of following:

1. Post-mobilization experimental works
2. Line shift
3. National Holidays
4. Breakdown/Equipment failure due to non-availability of spares/consumables
5. Equipment calibration test failure
6. Non-availability of adequate manpower
7. Contractor's Labour unrest
8. Non-availability of explosive/security
9. Non-Compliance with QC Standard
10. Delay of arrival of spares/consumables on account of Customs/Statutory clearances
11. Any other reasons attributable solely to the Contractor.

1.3.5 Contractor shall also complete the Up-hole survey, LVL Survey and fixing of DGPS Pillars within this contract period.

1.3.6 The work standard and quality control norms stipulated in **clause 9.0, SOW, Section-II, Part-3** shall be applicable for the purpose of acceptance.

1.4 DEMOBILISATION:

1.4.1 Demobilization shall be completed by Contractor within ninety (90) days of completion of the Project and/or expiry/termination of the contract, as the case may be. Contractor must remove all their resources from site and all originals, copies of maps, documents & acquisition deliverables including other data supplied to them or generated by them in connection with the work performed must be handed-over to Company with due earnest as these are the absolute property of Company.

1.4.2 All equipment, accessories & consumables etc. if brought into India on re-exportable basis any, shall be re-exported by the Contractor upon demobilization from site, except the consumables & spares actually consumed during the performance of the contract.

1.4.3 Contractor shall upon completion of work return to Company all originals, copies of maps, documents and acquisition deliverables as per schedule and all other data supplied to them or generated by them in connection with the work as these are the absolute property of Company.

1.4.4 **In case 90% of the project work is completed and remaining work can be completed within the contractual time period with remaining equipment & crew. Contractor can be allowed for the partial demobilization with the prior approval of the company representative on submitting the declaration for the same.**

1.4.5 The Contractor shall arrange for and execute demobilization of the Tools/Equipment/ Spare/Accessories/Manpower etc. upon approval/notice of demobilization from Company. Demobilization shall mean completion/termination of the contract and shall include equipment/tools/accessories, including the manpower and re-export of the

equipment/tools/accessories (if re-exportable), unutilized spares and consumables at the cost of the contractor.

- 1.4.6 Immediately after re-exporting the equipment/tools/accessories and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the equipment/tools/accessories and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted mobilisation time period except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills and Performance Security.
- 1.4.7 In the event all/part of the equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India, then Contractor shall be fully liable for payment of the Customs Duty.
- 1.4.8 Contractor must furnish an undertaking that "the equipment imported and also spares & accessories which remained unutilized after the expiry of the contract would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.
- 1.4.9 In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including the Customs formalities for transferring to another operator and/or sale of the shot hole drilling rig package, its accessories, equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities.
- 1.4.10 Payment of Customs Duty and penalties (if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

2.0 CAMP ESTABLISHMENT AND CAMP MAINTENANCE:

- 2.1 Contractor shall establish suitable **base camps/fly camps** as required against each crew for housing their men-power and material including security personnel and licensed Explosive Magazines within the area of operations. Such camps must be established prior to mobilization & commencement of the survey and should be maintained as per the norms of the oil industry throughout the period of operations.

- 2.2 Contractor has to establish and maintain as many base camps as the number of field crew they deploy. However, **a minimum of two (2) base camps** must function at all the times throughout the contract execution in the area of operations to ensure efficiently and timely completion of the assigned volume of data acquisition.
- 2.3 Security of base camp/fly camp/explosive magazine site etc. shall be the sole responsibility of the Contractor.
- 2.4 Contractor shall provide accommodation and transport with necessary camp amenities like firework etc. for requisite number of security personnel. Necessary arm/ammunition room and security hut(s) will also be provided by the Contractor in the camp.

3.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 3.1 Company's nominated Representatives shall be associated with supervision & guidance of the work to be carried out by the Contractor throughout the operations. The Contractor shall execute the assigned services under the Contract in a cost-effective way with professional competence and 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.
- 3.2 Company representatives deputed for work association with Contractor's crews in field site camps and for quality check during the course of job execution should be provided with facilities like accommodation, boarding & lodging, office space (seating arrangements), telephone and internet etc. during their QC work, for which no extra payment shall be made by Company to Contractor. Additionally, the Contractor has to arrange for 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 and to provide useful inputs during the project execution period.

4.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

- 4.1 The personnel is to be deployed by Contractor as per **clause 5.0, GCC, Section-I** and herein below. Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 4.2 The Contractor who do not meet the technical experience criteria on their own and have technically qualified on the strength of Joint venture/consortium/parent/subsidiary/sister subsidiary/co-subsubsidiary must deploy the key personnel viz. **Party Chief, QC Processing Geophysicist, Seismologist, Surveyor & Observer from their technical counterpart** for the entire duration of contract.
- 4.3 If any expatriate personnel are engaged by the Contractor to perform the services required under the Contract, responsibility for securing permission from the Ministry of External Affairs (MEA), Ministry of Home Affairs (MOHA), Ministry of Defence (MOD), Govt. Of India and Local Authorities on time shall rest on the Contractor. OIL will only assist the Contractor by providing introductory letter / recommendatory letter required, if any, for securing the above permissions.

- 4.4 The minimum key personnel to be deployed by the Contractor per field crew are listed in **Annexure-II**. They must have the requisite experience & qualifications in their respective field as indicated therein and should have sound physical health.
- 4.5 The Contractor should ensure that their personnel observe applicable company and statutory & safety requirements. Upon Company's written request, Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilised within 15 days from the date of issuance of notice without affecting the operation of the Company.
- 4.6 Contractor's key personnel shall be proficient in English language (both writing and speaking).

5.0 SCHEDULE OF FIELD OPERATIONS:

- 5.1 Company will finalize the initial scheme of proposed survey work in consultation with Contractor to enable them in planning the field operations suitably. The map indicating survey area/lines is provided in **Annexure-III**. The Contractor will arrange for the preparation of pre-plots of the survey lines & conversion of co-ordinates from one datum to another, if required with Company's consent.
- 5.2 The schedule of field operations will be finalized between Company's representatives and Contractor's Party Manager prior to or on the arrival of equipment & crews at the base station/area of operation. Company's representatives and Contractor's Party Manager shall jointly have the option of rescheduling the sequence of shooting during the course of work.
- 5.3 Seismic data acquisition work shall remain suspended during the monsoon period, which prevails generally from June to October in the working area. However, the beginning and ending of monsoon break (s) in each year shall be decided depending on the situation in working area and shall be duly notified by Contractor to Company for due approval. During the monsoon break, Contractor shall be responsible for safe keeping of all their resources/equipment. Standby charges or any other separate charges whatsoever shall not be payable by Company to the Contractor during monsoon break against the contract.
- 5.4 Contractor if required may request Company to allow them to work during monsoon break in case of non-completion of yearly target of work. Contractor's request in this regard, if any, may be considered by the Company only at Contractor's cost & peril and Company will accept & pay for quality data only in that case.
- 5.5 Contractor during offseason needs to carry out all kinds of maintenance/calibration for the equipments deployed against the contract if required for the individual crews at their respective base camp only. In case of any requirement for sending such equipments for repairing/calibration jobs at their respective OEM (Original Equipment Manufacturer) site arises, then company's approval is necessary for such cases. In case it is found by OIL that equipment(s)/part thereof mobilized by the contractor against this contract is removed from camp site without company's approval during contract duration

same will be treated as violation of contract and company reserves the right to take appropriate action as deemed fit.

6.0 INDEMNITY APPLICATION:

- 6.1 The indemnities given in **clause 25.0, GCC, Section-I** and herein below, 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.
- 6.2 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the Labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the Labour shall be borne by the Contractor.
- 6.3 Any permission from the Mines Directorate in connection with working in excess of 8 (eight) hours per day shift pattern by the Contractor shall have to be arranged by the Contractor before commencement of the Contract, in consultation with the Company. Moreover, since the Contractor's personnel engaged shall be working under the Mines Act and Oil Mines Regulations, the Contractor shall have to obtain any other relevant permission from the Mines Directorate to engage their employees in compliance with various procedures as per Mines Act. In case of any breach of procedures under Mines Act, the Contractor shall be held responsible and they shall bear all expenses arising as a result thereof.
- 6.4 The Contractor shall not engage Labour below 18 (eighteen) years of age under any circumstances. Persons above 60 (sixty) years age also shall not be deployed except Manager / Superintendent.

7.0 PROTECTION OF ENVIRONMENT:

- 7.1 In performance of the contract, the Contractor shall conduct the work with regard to concern with respect to protection of the environment and conservation of national resources. In furtherance of any laws, regulations and rules promulgated by the Government, the Contractor shall:
- a. Employ generally accepted industrial standards, practices and methods of operation for the prevention of environment damage in conducting the work.
 - b. Take necessary and adequate steps to prevent environment damage and where some adverse impact on the environment is unavoidable, to minimize such damage and the consequential effects thereof property and people; and
 - c. Adhere to guidelines, limitations of restrictions, if any, imposed by environment clearance as applicable on the date thereof and as environment clearance may be revised as a result of Company or Contractors' application(s) duly submitted after the effective date.
- 7.2 If the Contractor fails to comply with the provisions of clause 8.1 or materially contravenes any relevant law, and such failure or contravention results in substantial environmental damage, the Contractor shall forthwith take all necessary and reasonable measures to remedy the failure and the effects thereof.

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

8.0 GENERAL WORK STANDARDS:

- 8.1 **MODIFICATION OF STANDARDS AND SPECIFICATIONS:** If during the course of work, any of the standards specified herein mentioned in **SOW, Section-II, Part-3**, are not maintained, the Company's representative shall determine the course of action to be followed. In the event any of the aforementioned deficiencies, in the work standards have not been remedied, Company's representative reserves the right to ask the Contractors' Party Chief to stop acquisition operations till such time the deficiencies are removed. No standby charges shall be payable by Company for such stoppage. Any alteration or modification of specifications shall be done only with the approval of Company.
- 8.2 **SHUT-DOWN OF OPERATIONS:** Company's representative may request stoppage of recording operations at any time if, in his opinion, the Contractors' work performance or data acquisition is substandard. No standby charges shall be payable by Company for such stoppage.
- 8.3 **COMMUNICATION:** Contractor shall maintain continuous, effective two-way communication between the work area and Company. If the Contractor fails to maintain proper two ways communication, Company shall not be liable for any charges (including sub-Contractor's fees) incurred for any work carried out unnecessarily because notice of early termination, program changes and refusal to waive specifications could not be communicated.
- 8.4 **DATA ACQUISITION:** At all times, while survey is underway, Contractor shall ensure that all instruments are properly tuned and that all recorded data are readable, accurate and properly annotated.
- 8.5 **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. 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. The bidder need to submit **Proforma-K** (Format for Safety Measures) along with the Technical Bid.

9.0 **LIQUIDATED DAMAGES (LD) & PENALTY:**

9.1 **LD FOR DEFAULT IN TIMELY COMMENCEMENT:**

9.1.1 Time is the essence of the Contract. In the event of default on the part of successful Bidder in timely mobilizing its resources at site to commence the work after necessary experimental works within the stipulated period of ninety (90) days from the date of issue of LOI, the Bidder shall be liable to pay liquidated damages (LD). The rate of LD as applicable in this case shall be @ 0.5 % (half percent) of the total evaluated contract value for the 1 (one) year including mobilisation charges, 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 ninety (90) days from the date of issue of LOI by Company.

9.1.2 For the purpose of LD, the 1 (one) year is considered as duration of seven operating months (from date of commencement of contract), contract value shall be determined as under:

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

Where;

TCV: Total Evaluated Contract Value as per the Price Bid for the operational area.

MOB: Total Lump sum Mobilisation Charges for the operational area.

TCD: Total Contract Duration for the operational area.

Above is considering seven (7) Operating Months per year.

9.1.3 Notwithstanding above provision, it is essential that Contractor must mobilise two (2) crews simultaneously and put all out efforts to complete the assigned jobs within the agreed time frame only. Liquidated Damages shall be applicable, if Contractor fails to mobilize two (2) crews in all respect within 90 days from the date of LOI issued by Company.

9.2 **PENALTY FOR DEFAULT IN TIMELY COMPLETION:** In the event of default on the part of the Bidder to complete 2D Seismic Data Acquisition of 870 LKM within Fourteen (14) Operating Months from the Commencement Date of the contract (i.e., from the date on which the first regular production shot is accepted by Company under the contract) respectively, the contractor may be allowed to work to complete the remaining/unfinished volume of work within shortest possible extra time after scheduled completion period of contract with a penalty of 10% (ten percent) on the applicable rates of individual line items. The penalty will be levied only on the unfinished volume of work, which the Contractor could not complete within the agreed time frame as per Contract. **However, No payments towards the Stand-by day rate and/or Force Majeure day rate shall be payable during this extended period of work.**

9.3 In case the time delay in mobilisation is made up by completing the job execution early by the Contractor, liquidated damages paid by the contractor shall be reimbursed in the demobilisation/last invoice of the project. Similarly, if the mobilisation is completed before scheduled period of mobilisation but completion of job execution is delayed, penalty shall be applicable only for the volume of work in the period exceeding the total period allowed for mobilisation and job completion put together. Further, in case both Mobilisation and job completion

are delayed, Liquidated Damages and Penalty shall be applicable for mobilisation and job completion respectively.

- 9.4 Liquidated Damages for timely commencement, if become payable as above, shall be recovered by Company from the mobilization invoices/first or subsequent monthly invoices of Contractor as the case may be under the contract.
- 9.5 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the successful bidder to submit PBG or commence/complete the assigned jobs under the contract within the stipulated period and also take other actions as may be considered appropriate.
- 9.6 The maximum amount of Liquidated Damages for delay in Mobilisation shall not exceed 7.5% of 1 (one) year contract value as per clause 9.1 above. However, the final payment and Performance Bank Guarantee (PBG) shall be released only after receipt of the final report.
- 9.7 The parties agree that the sum specified in 9.1 & 9.2 above is not a LD/penalty but a genuine pre-estimate of the loss/damage which will be suffered by Company on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

10.0 OBLIGATION OF CONTRACTOR:

- 10.1 Contractor at its cost shall arrange mobilisation of their resources required for job execution under the Contract upto the area of operations, including clearance of their equipment, spare parts, consumable, etc. from customs, if any.
- 10.2 Contractor shall arrange transportation of all equipment etc. upto the place of work and take back at the completion/expiry/termination of the Contract at its own expense.
- 10.3 Contractor shall arrange for maintenance of all its base/fly camps, portable explosive magazine, all equipment and spares at their own cost during off season i.e. monsoon break (generally between June to October months of a calendar year). Company shall not pay **Standby, Force Majeure** or any **separate charges** during this offseason period.
- 10.4 Contractor shall arrange at their own cost all consumables and spares including papers, photographic materials, magnetic tapes/cartridges, and other consumables needed for proper execution of the work under this contract and shall maintain sufficient stock of these items at site for uninterrupted operations, keep their equipment in good working order and up-grade the software, if necessary throughout the contractual period.
- 10.5 Contractor shall use cartridge tapes tested for zero error. All field data cartridges along with experimental data cartridges will be provided to Company at no extra cost.
- 10.6 Contractor shall arrange lodging, boarding & preliminary first-aid facilities at site/camp during data acquisition phase for **two (2) Company Representatives**

per crew deployed at no extra cost to Company. The camp facilities to Company's representatives shall be at par with senior expatriate staff.

- 10.7 Company representatives if deputed for work association, quality check during the course of job execution at Contractors' crews in field site camps should also be provided with facilities like office space (sitting arrangements), telephone with STD facility and internet etc. during their QC work, 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 and to provide useful inputs during the project execution period.
- 10.8 In addition to above, nominated officials of Govt. of India in various capacities including but not limited to **representatives from MoP&NG/DGH/OIL's management/Local authorities** may visit the camp/operation site during acquisition period in connection with field visit/deliberations/QC checks etc. Contractor shall arrange for lodging and boarding of such personnel apart from local conveyance as & when requisitioned at no extra cost to Company. The camp facilities to such visiting officials/Government representatives shall be at par with senior expatriate staff.
- 10.9 Contractor, at its own cost, shall arrange two (2) numbers of 4 x 4 wheel drive air-conditioned vehicles in good condition per field Crew deployed, exclusively for use of Company representatives in the field.
- 10.10 Vehicles must be provided with driver, fuel, maintenance, repairs etc. for seismic work supervision. These vehicles must have mobile radio to communicate with base camp or field sites. The camp site should be nearer to the operational area.
- 10.11 Contractor shall also provide a separate vehicle per crew for OIL's crew change, liaison jobs etc. Incase crew change is feasible by Air/Train, Contractor shall provide Air/Train ticket for crew change at no extra cost to the company.
- 10.12 During data acquisition, Contractor shall endeavour minimum eight (8) working hours on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by Contractor, but no payment will be due for the same and this cannot be carried forwarded to the next months.
- 10.13 Contractor shall keep their equipment and accessories at all times in good working order and shall begin the survey with adequate supply of spares for the equipment.
- 10.14 Contractor shall arrange adequate drinking water and its transportation to the camp site/field at its own cost.
- 10.15 In case Contractor imports equipment on re-export basis, they must 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.
- 10.16 Any other works required for efficient and successful execution of work shall be carried out by Contractor except those enumerated under the obligations of Company defined in para 11.0 below.

- 10.17 Contractor shall arrange for all statutory clearances for field operations. However, the Company will provide all reasonable administrative helps/letters, if requested.
- 10.18 Contractor shall use latest versions of all software packages during the period of the contract. All the necessary Radio Licenses for shooting, communication etc. will be obtained by the Contractor. However, the Company will provide all reasonable administrative helps/letters in this regard, if requested.
- 10.19 Contractor shall furnish the list with Bio-Data of key personnel proposed to be deployed prior to the commencement of work. The Bio-Data shall include the name, nationality, qualification, experience and passport details of the personnel.
- 10.20 Contractors' key technical personnel and expatriate must be proficient to communicate in English (read, write and speak).
- 10.21 Contractors' personnel must be sound enough to provide the above services in professional efficiency at par with international standard, failing which Company reserves the right to ask for removal/replacement of any personnel (at Contractors' cost) with **72** hours' notice.
- 10.22 Contractor shall inform Company fifteen days in advance regarding the crew change during the execution of the contract.
- 10.23 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on suitable vehicle.
- 10.24 Contractor shall make necessary arrangement for supply of electricity and medical facility etc. at camp/site at their own cost including for Company representatives.
- 10.25 Contractor shall keep all the recorded data in an air-conditioned room free from dust and hand over the same to Company approximately on fortnightly basis at Duliajan office.
- 10.26 For recruitment of un-skilled labours, Contractor should ensure preference to local personnel from the operational area. Contractor must ensure the rules/guidelines of the respective State Govt. for the labour recruitment are strictly followed.
- 10.27 Contractor shall ensure noise free spread during the actual recording period.
- 10.28 Contractors' representative shall maintain contact with Company's representative at recording site during the shooting operations and shall arrange for checking and subsequent replacement of bad cables/geophones. Contractors' representative shall also be available at base camp as and when needed.
- 10.29 The wooden pegs with ground marking should be available at the measured source points and geophone/ground stations at the time of shooting along the particular seismic line. The minimum height of the wooden pegs must be five (5) feet above ground level.
- 10.30 Contractor shall bear and pay compensation against all claims for the loss or damage to standing crops (if any), land/property and access etc. resulting from

operations under this contract. Payment against claims (if any) for such loss/damage resulting from negligent operations by Contractors' personnel shall also be on Contractors' account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Contractor. After completion of 2D data acquisition, Contractor must furnish an undertaking to Company that they have already paid all claims related to standing crop/land/property damages etc. to the claimants/owners appropriately and no compensation/dues is pending for settlement. Contractor will also furnish undertaking to address any compliant/grievance received by Company within one year of completion of the survey. Contractor must comply with all local, state and central government guidelines for the payment of the compensation, if any.

- 10.31 Contractor shall provide necessary Personal Protective Equipment (PPE) to all seismic field personnel engaged in above field operations including Company representatives and shall follow statutory norms applicable for such operation under labour laws in India.
- 10.32 Security of fly/base camp, field seismic operations etc. will be the responsibility of the Contractor.
- 10.33 Contractor must comply with all local, state and central government Health, Safety and Environmental (HSE) regulations. Contractor must conform to the HSE standards of international Geophysical Industry.
- 10.34 Contractor shall ensure all possible measures for 2D Seismic data acquisition of minimum 65 LKM per operating month against the contract.
- 10.35 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 including Radio License and Wireless Frequency, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals etc.
- 10.36 Contractor shall do advance planning for uninterrupted field operations. Field operation should not be affected due to explosives/detonators shortage or security issues.
- 10.37 Contractor shall ensure that no damage of any sort occurs to the existing surface and subsurface installations in and around the area of operation including the environment damage.
- 10.38 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.
- 10.39 The Contractor shall undertake to perform all services under the contract with reasonable skill and due diligence & care in accordance with sound industry practice to the satisfaction of Company and accept full responsibility for the satisfactory quality and timely completion of such services. Any defect, deficiencies and ambiguity noticed in the Contractor's services shall be promptly remedied by the Contractor, without any extra cost to Company, within a maximum of fifteen (15) days from the date of notice issued by Company advising to improve performance, failing which the contract may be terminated.

11.0 OBLIGATIONS OF COMPANY:

- 11.1 To the extent possible, Company shall extend administrative helps/recommendation letters etc. if requested by the Contractor for obtaining necessary statutory permission in connection with carrying out 2D seismic survey operations under the contract. Administrative help will be provided by Company for radio frequency clearance and any entry permits for expatriates required for the work. However, Contractor shall provide the required details of the expatriates for their permits well in advance.
- 11.2 Contractor shall, however, arrange clearance of their items from customs and port authorities in India as may be applicable and shall pay all requisite charges viz; customs duty, clearance fees, port fees, clearing and forwarding agent fees/charges, demurrages & inland transport charges, etc. In this regard, Company may provide reasonable assistance by issuing letter of authority or other relevant documents as may be considered necessary.
- 11.3 Company shall provide documents necessary for clearance from local, state and central government departments or undertakings and will extend all assistance and necessary help to Contractor to the extent possible. Contractor will give Company thirty (30) days advance notice and provide all related documents and invoices for providing recommendatory letters. Any financial consequence due to delay in obtaining clearances will be to Contractors' account.
- 11.4 Company shall organize all possible help from local governments and Administrations for Contractors' personnel and equipment in case of natural disaster, civil disturbances and epidemics.
- 11.5 Company shall pay Contractor in accordance with the terms & provisions of the Contract and as may be due from time to time.
- 11.6 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 the contract. Contractor must obtain prior consent from Company in this regard before undertaking such trips.

12.0 FORCE MAJEURE

- 12.1 The Force Majeure given in **clause 12.0, GCC, Section-I** and herein below, in case force majeure situation occurs for only one crew in the operational area and the same is notified within seventy-two (72) hours after its occurrence as above, the duration of contract shall be extended for the entire period of force majeure and shall not be pro-rated. But, neither party can terminate the contract under such situation, even if the situation prevails for more than consecutive fifteen (15) days.
- 12.2 In case force majeure situation occurs for all the crews, company can hold the payment of pending invoices of the contractor till the work resume/contract termination.

13.0 SUBCONTRACTING/ASSIGNMENT

- 13.1 The Subcontracting/assignment given in **clause 16.0, GCC, Section-I** and herein below, incase contractor hires a sub-contractor for petty support services, it would

be the contractor responsibility for seeking approval from the company prior to deployment.

- 13.2 The scope of petty support service shall be limited to supply of skilled/un-skilled labors to be engaged for execution of work under the contract.

14.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT

- 14.1 The payments, manner of payment, rates of payment, given in **clause 33.0, GCC, Section-I** and herein below, the Contractor shall furnish the following documents along with **first invoice** under the contract:

- (a) Copy of valid Registration Certificate under GST Rule (if applicable).
- (b) Bank particulars as required for making payment through Electronics Mode.
- (c) Tax Invoice as per relevant GST Rules clearly indicating GST Registration Number (if applicable), Service Classification, Rate & Amount of GST.
- (d) Certificate of acceptance of Mobilisation issued by Company representative.
- (e) Copy of PAN Card issued by Indian Income Tax Authority (if applicable).

- 14.2 The Contractor shall furnish the following documents along with all subsequent **periodical/monthly invoices** under the contract.

- a. Details of statutory payments like EPF, ESI etc. (if applicable).
- b. Undertaking by Contractor regarding compliance of all statutes.
- c. Certificate by Contractor stating that the labours have been paid not less than minimum wages as applicable and cleared all the dues of sub-contractors & sundry creditors till the end of previous month.

- 14.3 The Contractor shall raise monthly invoices for the following:

- (a) Data acquired against seismic profiles which are completed in all aspects (i.e. including all necessary topographic survey data, observer report etc.) and that has been handed over to the Company at Duliajan during the month. If a seismic profile is not completed in a single calendar month, in such case, LKM equivalent to Number of good/acceptable shots taken in the completed part of the seismic profile will be considered for payment provided all the data along with ancillary information are handed over to Company.
- (b) Processed & Interpreted LVL Survey data submitted during the month.
- (c) Processed & Interpreted Up-Hole Survey data submitted during the month.
- (d) Reference points fixed using DGPS during the month and submitted along with the processed data & report.
- (e) Cost of the Explosive & Detonators actually consumed during the month duly supported by PESO return statement.

- 14.4 The Contractor shall raise invoice for payment of one time lump-sum Demobilization Charges, as applicable, upon clearance of all their resources from site and making the site free from all debris/encumbrances. The requisite documents (as specified in **clause 33.10 of GCC** along with **clause 9.1 of SOR**) must be submitted along with the invoice of demobilization.

- 14.5 No payments towards **stand-by charges and/or Force Majeure charge** with or without crew & camp maintenance will be payable, if Contractor desires to extended the period of work during monsoon break due to non-completion of

yearly target of work within the stipulated time period. Contractor's request in this regard, if any, to allow them to work during monsoon break, may be considered by the Company only at Contractor's cost & peril and Company will accept & pay for quality data only in that case.

- 14.6 **RATE OF PAYMENT:** Company shall make the payments to the Contractor as per the quoted rates as referred to **SOR, Section-IV, Part-3.**

15.0 BACKING OUT BY BIDDER

In case any Bidder withdraws its bid within the bid validity period, Bid Security will be forfeited and the party will be debarred from bidding for a period of 2 (two) years from the date of withdrawal of bid.

16.0 BACKING OUT BY CONTRACTOR AFTER ISSUE OF LOA

In case LOA issued is not accepted by the Contractor 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 Contractor shall be debarred for 2 (two) years from the date of default.

- 17.0 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.

18.0 NOTICES:

- 18.1 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:

- | | |
|--|--|
| <u>Company</u> | |
| a) <u>For contractual matters</u> | b) <u>For technical matters</u> |
| GM (Contracts) | ED-Geophysics |
| OIL INDIA LIMITED | OIL INDIA LIMITED |
| PO DULIAJAN - 786602 | PO Duliajan - 786602, |
| ASSAM, INDIA | Assam, India |
| Fax No. 91-374-2803549 | Email: gvjrao@oilindia.in |
| Email: contracts@oilindia.in | |
| c) <u>Contractor</u> | |
| _____ | |
| _____ | |
| Fax No. : | |

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

END OF SECTION-III

Part-3
SECTION-IV
SCHEDULE OF RATES (SOR)

The bidder shall quote the following rates in its price bid as per format attached herein vide **Proforma-B**. The payments shall be made on the basis of actual work done/executed by the Contractor and all "DAY RATE" charges shall be pro-rated and payable upto the nearest full hour for part thereof.

DESCRIPTION OF CHARGES FOR 2D SEISMIC DATA ACQUISITION

1.0 MOBILISATION CHARGES:

- a. Mobilization charges shall be quoted on all-inclusive lump-sum basis covering all the expenditure to be incurred by the Contractor for initial deployment of their entire resources including personnel & materials in the operational area, required for orderly execution of the Contract within the agreed time frame. Payment of mobilisation charges shall be made by Company, only after successful completion of Mobilisation along with seismic data acquisition of first 10 LKM by each crew deployed as per terms of Contract specified in **clause 1.2, Special Conditions of Contract (SCC) Section-III, Part-3**.
- b. Mobilization charges will be payable only when mobilisation is completed in all respect and duly certified by the Company's representative that the Contractor is/are in a position to undertake/commence the work assigned under the Contract.
- c. Mobilization charges should cover all local and foreign costs to be incurred by the Contractor for the initial movement to the site like transportation charges, freight & insurance etc. and shall also include all local taxes, duties, levies & fees, including Customs Duty, State Entry Tax, port fees, clearance fee & demurrage and others as may be in force.
- d. The lump sum Mobilization Charges quoted by the Bidders should not exceed **10% (ten percent)** of the total evaluated Contract Value. The payment of mobilisation charges will be paid as per the schedule given below:
 - (i) 50% (of quoted mobilisation rate) after completion of mobilization **as specified in SCC, Section-III, Part 3**
 - (ii) 50% (of quoted mobilisation rate) on completion of 50% of work volume.

2.0 OPERATING CHARGES PER LINE KILOMETER (LKM) OF DATA ACQUISITION:

- 2.1 The Contractor shall be paid the Operating Charges only on per LKM basis for acceptable data acquired along a seismic profile and completed in all respects and provided to Company in requisite form by the Contractor.

Chargeable coverage of complete/incomplete line for payment purpose only

- i) In case of Complete line:

$$\text{LKM} = (\text{Number of acceptable shots taken in a completed line} - 1) \times \frac{60}{1000}$$

ii) In case of incomplete line:

$$\text{LKM} = (\text{Number of acceptable shots taken in the completed part of the line}) \times \frac{60}{1000}$$

*Surface coverage of complete/incomplete line for reporting purpose only

$$\text{LKM} = (\text{total number of shots (accepted, rejected, skipped) between first shot \& last shot point} - 1) \times \frac{60}{1000}$$

Note:

1. Surface coverage progress will be the measure of progress of the Contract.
2. Payment will be made as per chargeable coverage of the Contract.
- 2.2 In case one single profile is not completed in a single calendar month **Number of good/acceptable shots taken in a completed line or segment thereof within a single calendar month and all data along with ancillary information are handed over to Company** shall be considered for computation of LKM for monthly invoice purpose for that particular incomplete profile.
- 2.3 The Contractor will put all efforts to take recovery for each skip shot at the nearest possible point. In case of recovery shots information regarding position of recovery shot, live receiver layout should be available at site. Company shall not consider the skipped shot (those not recovered) for payment.
- 2.4 Operating Charges should include all the charges for the following:
 - a. Establishment of base camp/fly camps
 - b. All equipment/accessories required for Survey/Shooting/LVL/Uphole,
 - c. Reports/ maps/records generation & submission,
 - d. Cost of fuel
 - e. Spares and preventive maintenance of all necessary equipment
 - f. Mob/Demo of on/off crews, consumable
 - g. To and fro transportation, repair/maintenance of support infrastructure
 - h. Salary/Medical/Travel of Contractor's personnel, hire of any support infrastructure/consultant
 - i. All line survey, fixing of crossing pillars/bench marks/ survey pegs/ paints, line laying & maintenance
 - j. Shot-hole drilling, shot hole casing
 - k. Shot hole drilling fluids/chemicals/mud additives
 - l. Procurement, transport, storage and security of explosive & detonator
 - m. Field transport/handling including shot hole loading & blasting
 - n. Base camp & other operation related management/ maintenance
 - o. HSE measures in camp and for crew members during field operation
 - p. Damages caused to crops/life & properties in the operational area
 - q. Filling of drilled holes/created craters etc.
 - r. Other day to day operational requirement not specified hereof

s. QC Processing including static computation

3.0 OPERATING CHARGES FOR UPHOLE SURVEY

Operating Charges will be paid for every Uphole drilled, up to a 60 meter, data recorded, all related stationery/media of recording, field set ups and data analysed and submitted to Company during the month. However, actual depth of Uphole will be decided after experimentation in consultation with Company's Geophysicist. The Uphole survey should be planned ahead of production shooting of a particular profile in consultation with onsite Company representative so that the analysis of UPHOLE should be available for selection of optimum shot hole depth and other quality control measures during recording. The bidder has to quote for UPHOLE SURVEY considering every Uphole to be drilled up to a depth of 60 meter. However, the payment will be made on prorated basis as per actual drilling meterage.

4.0 OPERATING CHARGES FOR LVL SURVEY:

Operating Charges will be paid for every LVL completed, data recorded, all related stationery/media of recording, field set ups and data analysed and submitted to Company. The LVL survey should be planned ahead of production shooting of a particular profile in consultation with onsite Company representative so that the analysis of UPHOLE/LVL should be available for selection of optimum shot hole depth and other quality control measures during recording.

5.0 CHARGES FOR EXPERIMENTAL WORK:

The rate for experimental work (with all liabilities as applicable to that of production shooting days) of 2D data acquisition Crew per day (of 10 hrs. of actual working in field excluding travel time). If the experimental work is done on a part of the day, payment will be done on pro-rata basis for hours certified by the Company's representative.

6.0 FORCE MAJEURE CHARGES:

Force Majeure Charges shall be applicable during the Force Majeure situation, if any arises during the period of job execution at site and payable on per day of 24 hours basis upto a maximum of fifteen (15) consecutive days, pursuant to **clause 12.0, GCC, Section-I, Part-3**. Payment will also be made on pro-rata per hour basis for part of a day, if any.

7.0 STAND-BY CHARGES:

7.1 The Standby Charge shall be applicable during the period of job execution at site only after the start of regular production shooting/actual data acquisition, provided the Contractor is/are not permitted by Company to carry out the operation on account of the following reasons or otherwise:

- i) Lack of instruction, maps & plans from Company.
- ii) Non-compliance in providing required documents/permits/licenses etc. by Company, which are required to be provided by Company as per terms of the Contract.

iii) Any other non-fulfilment of Company's obligations as stipulated herein.

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

8.0 RATE FOR FIXING REFERENCE POINT BY DGPS:

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

9.0 DEMOBILISATION CHARGES:

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

- The Contractor shall demobilise all its equipment, spares and consumable within **90 days** of effective date of demobilization and complete re-export formalities, if applicable any.
- The Contractor shall leave all camp sites and establishment in the operational area free of debris and restore to original condition.
- The Contractor shall produce the following documents along with the invoice for demobilization charges to the satisfaction of the Company of having cleared all their liabilities:

(a) Undertaking towards settlement of compensation for damage/loss to crop & property etc. in line with **clause 10.30, SCC, Section-III, Part-3**.

(b) Tax clearance certificate from Income Tax Department regarding clearance of dues toward Contractor's tax liabilities, their sub-contractor tax liabilities and towards tax liabilities of their expatriate persons or the other employees. **In lieu, Contractor may submit an Indemnity Bond to this effect.**

(c) Undertaking towards settlement of any dues/taxes/compensation related to the work assigned in the contract came to knowledge of the company in next two (2) years after the completion of project.

(d) Declaration of payment of all the dues/Taxes to labours/subcontractors/sundry creditors/security etc.

(e) Proof of completion of re-export formalities, **if applicable.**

10.0 ZERO (NIL) RATE:

Notwithstanding any provision in the Contract, if performance of any crew is affected by occurrence of the following situations, no payment whatsoever shall be applicable to that crew.

- a) Breakdown/instrument problem due to non-availability of spares/ consumables.

- b) Equipment Calibration test failure
- c) Non- compliance of quality standards
- d) Non-availability of adequate manpower
- e) National Holidays
- f) Unrest of Contractor's labour
- g) Non availability of Security/explosives
- h) Line Change
- i) Delay of arrival of spares/consumables on account of customs clearance/statutory clearances.
- j) Any other reasons attributable solely to the Contractor

11.0 GENERAL NOTES:

- (a) All above rates to be quoted by the Bidders must be inclusive all applicable taxes, duties & levies, except the GST which will be extra to Company account. Customs Duty on merit if payable any on the imported items must be included.
- (b) 50% of Lump sum Mobilisation Charges quoted shall be paid to the contractor after successful mobilization duly certified by company. The remaining 50% of mobilization charges shall be paid only after successful completion of 50% of assigned work volume against the contract duly accepted by OIL.**
- (c) Contractor shall pay compensation against all claims for the loss or damage to standing crops (if any), life/land/property etc. resulting from operations under the Contract and hence, the Operating Rates to be quoted inclusive of these costs.
- (d) Bidder should indicate name and detailed address of its Indian agent, if any. The percentage of commission to the Indian Agent, if payable under the Contract, must be included in the quoted cost and must be categorically specified by the bidder in its bid. In case, the Bidder fails to highlight above information in its bid, it will be construed that no agency commission is involved against this bid, and consequently Company will not entertain any such claim otherwise at a later date.
- (e) In case, the Contractor fails to complete the assigned volume of work as per agreed time schedule of the Contract, the shortfall has to be covered within shortest possible extra time, if allowed to complete the remaining/unfinished volume of work of contract with a penalty of 10% (ten percent)
- (f) Bidders are advised not to take any exception/deviation to the bid document once the terms are frozen after the pre-bid conference, else the bids will be summarily rejected.
- (g) Bidders are advised to have a thorough reconnaissance of the area, if required, to know the terrain and get themselves fully acquainted with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, security aspects and law of the land, prior to submitting their bids.

END OF SECTION-IV

END OF PART-3

&&&&

PROFORMA-A

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED INCONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE

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

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

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PRICED BID FORMAT

**THE PRICE BID FORMAT IS ATTACHED UNDER “NOTES AND ATTACHMENTS”
TAB OF THE OIL’s E-TENDER PORTAL**

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BID FORM

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

Sub: IFB No. CDH6242P21

Gentlemen,

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

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

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

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2021.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

Bid Security Declaration

(to be submitted on Bidder's letter head)

M/s. Oil India Limited

.....,

.....

Tender No.: CDH6242P21

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a Bid Security, which is in the form of a Bid-Security Declaration.
- 2.0 I/We the undersigned hereby declare that, if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the Tender document, we will be suspended for a period of two years. This suspension of two year shall be automatic without conducting any enquiry.

Name and Signature of

Authorized Signatory and Company Seal

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

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

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

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

This guarantee is valid until the -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:
Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation: _____

Name of Bank: _____

Address: _____

Witness: _____

Address: _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

- (a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:
 - i) “MT 760 / MT 760 COV for issuance of bank guarantee.
 - ii) “MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation indicating the Contract No.-----shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliagan 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 require;

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. **CDH6242P21**.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
 - (a) Section-I indicating the General Conditions of this Contract;
 - (b) Section-II indicating the Terms of Reference;
 - (c) Section-III indicating the Special Conditions of Contract;
 - (d) Section-IV indicating the Schedule of Rates.

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

To:
GM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDH6242P21

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

TO,
GM (CONTRACTS)
Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Date: _____

Sir,

Sub: OIL's IFB No. CDH6242P21

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

&&&&&&&&

CERTIFICATE OF ANNUAL TURNOVER, NET WORTH & WORKING CAPITAL

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto _____ are correct.

YEAR	TURN OVER (in INR Crores)	NET WORTH (in INR Crores)	WORKING CAPITAL (in INR Crores)

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

**To
GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES FOR TENDER NO. CDH6242P21

DESCRIPTION OF WORK/ SERVICE:

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following:

- i) _____
- ii) _____
- iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be **rectified forthwith** or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)
Date_____

Yours Faithfully

M/s_____

FOR & ON BEHALF OF CONTRACTOR

PROFORMA of Bank Guarantee towards Purchase Preference-Local Content

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in _____ words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to

forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO.1

(Signature)
Full name and official address
(In legible letters)
Stamp

(Signature)
Full name, designation and address
(In legible letters)
with Bank

WITNESS NO.2

(Signature)
Full name and official address
(in legible letters)
Stamp

Attorney as power of
Attorney no. _____
Dated _____

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 **services under Tender No. CDH6242P21**. 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 suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and

undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be

responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against

such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section: 9 -Pact Duration

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

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

Section: 10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

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

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

For the Principal

Place: Duliajan

Date: --.--.2021

For the Bidder/Contractor

Witness1:

Witness 2:

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

&&&&

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

(INDIAN BIDDERS ARE REQUIRED TO EXECUTE ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

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

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

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

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

For and on behalf of
(Bidder)

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

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

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

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

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same. The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

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

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

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

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

<p><u>Witness:</u></p> <p>1. Signature _____</p> <p> Full Name _____</p> <p> Address _____</p> <p><u>Witness:</u></p> <p>2. Signature _____</p> <p> Full Name _____</p> <p> Address _____</p>	<p style="text-align: right;">M/s _____</p> <p>Signature _____</p> <p>Name _____</p> <p>Designation _____</p> <p style="text-align: center;">Common seal of the Company_____</p>
--	---

**PARENT/ULTIMATE PARENT/HOLDING COMPANY'S CORPORATE GUARANTEE
TOWARDS FINANCIAL STANDING
(Delete whichever not applicable)**

(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

WHEREAS

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

Now, it is hereby agreed by the Guarantor to give this Guarantee and undertakes as follows:

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum **INR** (or equivalent **USD**) during any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
4. **Net worth** of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.

The Guarantor represents that:

- (a) This Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
- (b) The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.

- (c) This Guarantee has been issued after due observance of the appropriate laws in force in India.
- (d) This Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.
- (e) This Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
- (f) The Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For and on behalf of
(Bidder)

Witness:

- 1.
- 2.

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

Witness:

- 1.
- 2.

FORMAT OF AGREEMENT BETWEEN BIDDER, THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)

(IN CASE OF INDIAN BIDDER TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as "Bidder" of the first part and M/s. _____ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and M/s. _____ (Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _____ (Sister Subsidiary/Co-subsidiary Company) and Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

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

the technical support and technical expertise and expert manpower to support the bidder for execution of the contract are honoured.

6. The Ultimate Parent/Holding Company also takes full responsibility in getting the contract executed through the Sister subsidiary/ Co-subsidiary company in case the Bidder/Contractor is unable to execute the contract.
7. In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

M/s.
Witness

1)
2)

For and on behalf of
(Sister Subsidiary/ Co-
subsidiary)

M/s.
Witness

1)
2)

For and on behalf of
(Ultimate Parent /
Holding Company)

M/s.
Witness

1)
2)

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

**FORM OF PERFORMANCE BANK GUARANTEE FOR SUPPORTING
COMPANY**

To
M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. _____ to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at _____ is the **"Ultimate Parent"** of **"Supporting Company"** M/s.....(Name of the supporting company with address)/M/s.....(Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

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

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

This guarantee is valid until the _____ day of _____.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____

Name of Bank _____
Address _____

Witness _____
Address _____

Date: _____
Place: _____

Note:

The Bank Guarantee issuing bank branch must ensure the following:

(a) The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- iii) "MT 760 / MT 760 COV for issuance of bank guarantee.
- iv) "MT 760 / MT 767 COV for amendment of bank guarantee.

The above message/intimation indicating the Contract No.-----shall be sent through SFMS by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- (b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- (c) Further correspondence against BG towards Performance Security must contain the Contract Number.

To

GM-CONTRACTS
Oil India Limited
Duliajan-786602

Sub: Undertaking for Mobilization

I, (Name of the firm.....) hereby agreed, that I will complete mobilization within Ninety (90) days from the date of issue of LOA by Company. I, further, declare that equipment and personnel deployed against this contract will be in compliance with vintage criteria and experience respectively specified in the Contract document.

Mobilization shall be deemed to be completed when all equipment of seismic crews are fully tested, calibrated and put into operation, necessary pre- acquisition experimental work by individual crew is conducted (as specified in Scope of Work (SOW), Section-II, Part 3) and seismic data acquisition of first 10 LKM is completed by each crew deployed within the operational area and accepted by Company.

I am liable for appropriate action as in accordance with the Company's rules in case any of the above information is found to be false.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder

EXPERIENCE STATEMENT OF BIDDER/SERVICE PROVIDER

Experience in providing Seismic Data Acquisition during last seven (7) years preceding the original Bid Closing date:

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

Signature: _____

Name of the Bidder's Authorised Person: _____

Designation: _____

Seal of the Bidder: _____

Note: The bidder only has to submit the documentary evidence for those mentioned experience in tabulated form as above in respect of satisfactory execution of the contract.

**(APPLICABLE FOR KEY PERSONNEL)
SAMPLE RESUME FORMAT**

Position as per List of Key Personnel :
 Name :
 Total Years of Experience :
 Educational Qualification :
 Experience Detail :

Sl. No.	Position	Company Name	Client Name	Client Contact Details	Project Type (2D or 3D)	Project Area & Quantum of work	Duration (YYYY)		Duration (in Years)
							From	To	
1	Party Chief								
2	Senior Observer								
3									

Job Responsibilities :

Publications :

Language Proficiency :

Personal Details :

Father's Name :

Date of Birth :

Residential Address :

Nationality :

Passport Number :

Date of Issue :

Date of Expiry :

Email Id :

NOTE:

1. Experience should be provided in ascending order starting from current employment.
2. The respective key personnel involvement in projects only will be considered for experience calculation preceding the date of publication of this Tender.
3. Language proficiency is characterized by person capability of reading, writing and speaking of the language.

**To,
GM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No._____ Dated _____

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED
SIGNATORY OF THE BIDDER**

Certificate of Compliance of FINANCIAL CRITERIA:

Ref Clause No. 3.2.6 of the Bid Evaluation Criteria

I the authorized signatory(s) of
(Company or firm name with address) do hereby solemnly affirm and declare /
undertake as under:

**The balance sheet/Financial Statements for the financial year _____
(as the case may be) has actually not been audited as on the Original Bid Closing
Date.**

Place:

Date:

Signature of the authorized signatory

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

To,

**M/s OIL INDIA LIMITED
DULIAJAN-786602**

Sub: UNDERTAKING REGARDING FAMILIARISATION OF THE AREA

Ref: Your Tender No. CDH6242P21

This is to inform you that M/s...has undertaken a thorough reconnaissance of the area to know the terrain and we have fully acquainted ourselves with details of surface topographic features, fair weather slot, weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land.

We further state that prior to our bid submission we have satisfied ourselves with all the above aspects and obtained all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract if awarded.

We have also submitted a detailed reconnaissance report with our Bid for your kind perusal.

Thank you.

Yours Sincerely,

(Name of Authorized signatory of bidder)

**UNDERTAKING BY VENDOR ON SUBMISSION OF PERFORMANCE BANK
GUARANTEE**

**To,
The Oil India Limited
Contracts Department
Duliajan – 786 602
Assam**

We M/sare submitting the performance security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing reference no. for an amount of INR valid up to as per terms and conditions of our Purchase Order/Contract No.....

PBG issuing bank details:

Bank	
Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the performance bank guarantee via SFMS portal through our bank using the details mentioned in the contract/purchase order and hereby confirming the correctness of the details mentioned.

Authorised Signature _____
Name _____
Vendor Code _____
Email ID _____
Mobile No _____

Encl: Original performance bank guarantee

FORMAT FOR BIDDER'S COMMUNICATION DETAIL

Bidder's Name :

Bidder's Postal Address :

Contact Personnel Name :

Designation of Contact Personnel :

Contact Number of the Personnel (with country Code) :

E-mail Id of Contact Personnel :

Note:

- Company will not accept any request for change in address, email id of contact personnel after the bid closing/opening date.
- Contact person must be fluent in English.
- The bidder has to submit **its COMMUNICATION DETAIL** in above format.

Authorised Person's Signature: _____ **Name:** _____

Designation: _____

Seal of the Bidder:

PROFORMA-AA

Format for Line of Credit from Scheduled Commercial Bank

Confirmation from the bank for the availability of unutilized line of credit

We (Name of bank) having our registered office at hereby confirm the company M/s (Bidder/Parent Company) having registered office at is having account with our bank. Presently the credit limits of the company are as under:

Item	INR/Currency
Sanctioned Line of Credit	
Utilized Line of Credit	
Balance Line of Credit	

We further confirm that we are Scheduled Commercial Bank having Net Worth more than INR 100 Crore.

Signature of Authorized Signatory _____

Name: _____

Designation: _____

Name of Bank _____

Address _____

Witness _____

Address _____

SEAL OF THE BANK _____

Date: _____

Place: _____

**PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION
AGENCY**

(To be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDH6242P21

M/s _____ having registered office at _____
intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, we hereby certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder, M/s _____ have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. of pages.

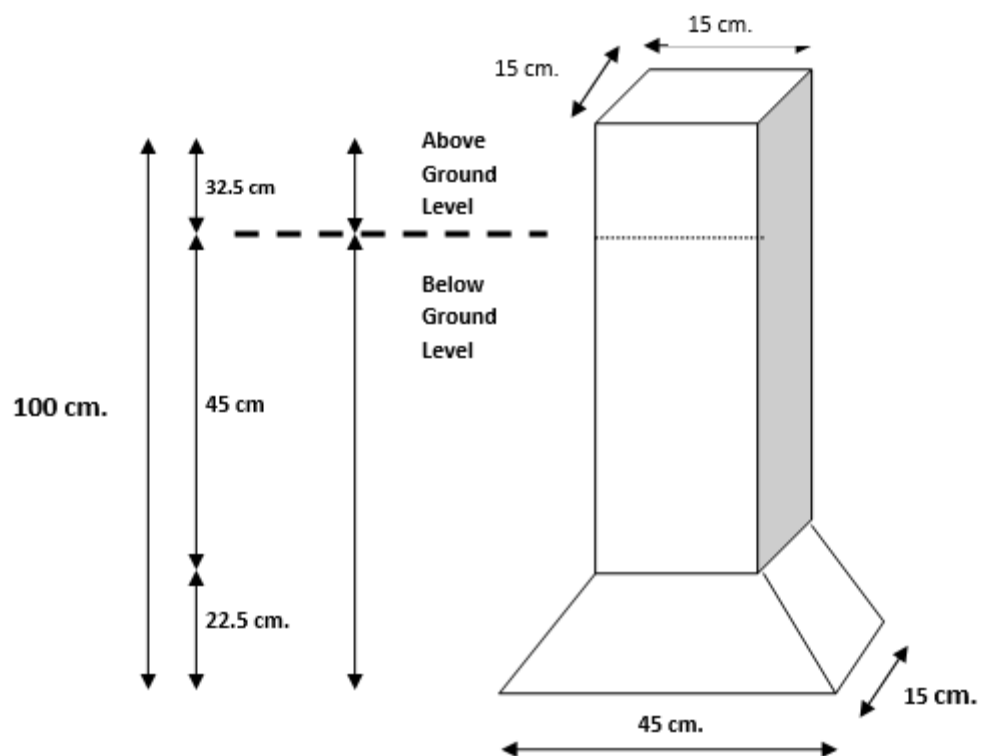
Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

SKETCH OF THE PILLAR



SPECIFICATIONS OF EXPLOSIVES & DETONATORS

Dynamite (class II) with electric detonators shall be used as the energy source as per specification given below:

Explosives	Detonators
Type: Class II	Type: Instantaneous electric detonator
Composition: Slurry / Water gel / Emulsion	Strength: No. 8 & above
Velocity of detonation (VOD)-m/sec: Minimum 5000± 500	Fuse head resistance: 1.4-1.8 Ohms
Cap Sensitivity: No. 6 detonator or above	Reaction time: less than one millisecond

SCHEDULE OF SEISMIC ANCILLARY DATA DELIVERY

Sl. No.	Item	Media (Copies)	Remarks
1	Seismic Data of each line with source signature for wavelet correction with proper phase & amplitude correction in case of mixed sources and receivers along with the model correspondence	IBM3592 (E05 or E06) tape or LTO4/LTO5 (2)	Within one (1) week of completion of the Line
2	a) SPS files, Observer's Reports with shot-receiver geometry b) Shot Hole Depth c) Up-hole Time d) Shot and Receiver Statics e) Skip/Recovery information f) Up-hole and LVL Profiles (in a format acceptable to Company). g) Model based Statics information on user defined ASCII format	CDs/DVDs (2)	
3	Survey data in UKOOA, ASCII format, up-hole and refraction profiles	CDs/DVDs (2)	
4	Base maps, fold coverage map, Up-hole & LVL location Map (mutually agreed industry standard scale)	Paper (2)	
5	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Statics information d) Final Velocity e) Final Brute Stack of 2D Profile in Std. SEGY format f) Geometry Applied Seismic data of 2D Profile in std. SEGY format	CDs/DVDs (2)	
6	Raw Seismic data of the entire project	LTO4/LTO5 (2)	Within 30 days of completion of the project

7	a) SPS files (r, s, x Files) with shot & receiver statistics b) Observer's Report c) Recording Parameter d) Header information of Seismic Data e) Skip/Recovery information f) LVL & Up-hole Profiles/Statistics g) Survey data of Shot & Receiver in UK00A & ASCII Format h) Final Maps in PDF format (mutually agreed industry standard scale) <ul style="list-style-type: none"> - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map i) Reports	CDs/DVDs (2)	Within 30 days of completion of the project
	<ul style="list-style-type: none"> - Weekly Reports - Monthly Reports - Final Operational Report - Final Topographical Survey - Final Acquisition Report - Tape List 		
8	a) Raw Seismic data of the entire block b) SPS files (r, s, x Files) with shot & receiver statistics c) Observer's report d) Recording Parameter e) Header information of Seismic Data f) Skip/Recovery Information g) LVL & Up-hole Profiles/Statistics h) Survey data of Shot & Receiver in UK00A & ASCII Format i) Final Maps in PDF format (mutually agreed industry standard scale) <ul style="list-style-type: none"> - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map j) Reports <ul style="list-style-type: none"> - Weekly Reports - Monthly Reports - Final Operational Report - Final Topographical Survey Report - Final Acquisition Report - Tape List 	Portable USB Drive (1)	Within 30 days of completion of the project
9	Maps-3 copies in each Scale (two copies on paper and one on film) Scales: mutually agreed industry standard scale <ul style="list-style-type: none"> - Base Map - Coverage map - Location map LVL & Up-hole - Reference pillar map 	Two on paper & one on film (3)	Within 30 days of completion of the project

10	Geometry Applied Seismic data of the entire project in std. SEG Y format	LTO4/LTO5 (2)	Within 30 days of completion of the project
11	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Velocity d) Final QC Processing Output in Std. SEG Y format (for all 2D profiles in the project)	CDs/DVDs (2)	Within 30 days of completion of the project

GENERAL HSE POINTS

The contractor shall strictly comply with the applicable and prevailing provisions of the Mines Act 1952, OISD Guidelines, and 10th Conference Recommendations of Safety in Mines. A copy of provisions of 10th Conference Recommendations in the form of 'General HSE Points' is available in the office which may be issued to successful bidders at the time of need.

1. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by them comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-contractors.
2. Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.
4. The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.
5. Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager.
6. The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site.
7. All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons

hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.
13. The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.
14. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.
15. If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.
16. The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meeting and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the Contractor.
19. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required, the Company will have the right for directing the Contractor to take action by complying with the requirements, failing which, OIL reserves the right to take appropriate actions against the Contractor.
23. When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the

- right to direct the Contractor to cease work until the non-compliance is corrected.
24. The Contractor should prevent the frequent change of his contractual employees as far as practicable.
 25. The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.
 26. For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

Equipment and accessories to be deployed per crew basis in Manipur

The quantity and the type of equipment required for carrying out the entire survey has been kept open to the bidder. However, it is mandatory for the bidder to ensure that the quantity of the equipment to be deployed by him is adequate and the type of the equipment deployed are the latest in the industry as per international standard.

A. SURVEY EQUIPMENT:

The survey equipment shall not be more than **five (5) years** old as on the date of Original Bid Closing and must be in perfect working conditions.

- DGPS (RTK) Units capable of operating in L1 & L2 modes with required accessories and software in adequate quantity.
- Total Stations with data loggers, accessories and survey software in adequate quantity.

The bidder must use DGPS for reference point fixing and use the latest equipment.

e.g. total stations with in-built EDM & Data logger, for control survey & line implantation. The quantities of all the survey equipment to be deployed are to be decided by the bidder to meet the required survey objectives and time frame.

B. SESIMIC DATA RECORDING EQUIPMENT:

SEISMIC RECORDING SYSTEM: Not more than **three (3) years old**, as on the date of Original Bid Closing. The equipment must be in perfect working condition. The number of nodes/recording equipment, to be deployed must be adequate to have the capability of sufficient roll over for recording of requisite number of shots per day to complete the project within the stipulated time frame. The recording equipment must be:

- Seismic Data Recording System-State of the art Acquisition System with 24-bit $\Delta\Sigma$ Technology.
- Recording capability of minimum 1200 channels at 2 ms sampling per shot.
- Sufficient Cables, Geophones, Nodes, Accessories, Encoder/Decoder, remote units, inter connect boxes etc.
- Bidder has to deploy **Cable/Cable Less/Hybrid** Seismic Data Acquisition system. OIL will QC the acquired Shot gathers (with all active channels) on daily basis post completion of each day recording operation.
- **The time break delay between Radio Shooting system (Confirmed & predicted TB) shall be less than 1 millisecond (ms).**

CABLE & GEOPHONE: Geophones shall not be more than **one (1) year old**, as on the date of Original Bid Closing.

- Geophone: Contractor should use **Marshy Geophones/Nodes with external Marshy Geophones** which must be industry standard. The response of **Marshy Geophones/Nodes with external Marshy Geophones** should be as per specifications of OEM.
- Offered Geophone must be industry standard, viz; SM24/SG-10 or equivalent

or better in case of High Performance Low Distortion analogue geophones.

- The offered Geophones must be fully compatible with seismic data acquisition system/nodes along with necessary interface.
- For analogue Geophone, no. of geophones per station must be 12 (twelve) with industry standard spike length. The configuration must be: 6 x 2 (6 in Series and two (2) such series in parallel).

C. UPHOLE/LVL SURVEY EQUIPMENT:

Uphole/LVL Survey equipment shall not be more than **three (3) years old** as on the date of Original Bid Closing and must be in perfect working condition. The system must comprise of the following:

- 24 channel digital recorder with 0.1 ms sampling interval.
- **Suitable cables for Uphole/LVL Survey meeting manufacturer's specifications.**
- Refraction Geophone 4.5 Hz. The Geophones must meet manufacturer's specifications.
- **Uphole Survey Digital Recorder with a minimum of 4 channels and downhole cable, Marshy Geophones/Geophones suitable for logging to 80m with weight drop/explosive as source.**
- One equipment set for Uphole Survey.
- One equipment set for LVL Survey.

D. COMPUTING:

Stand-alone workstations with adequate RAM, disk-space for the following software packages. All the hardware shall not be more than **two (2) years old** as on the date of Original Bid Closing & must be in perfect working condition along with all necessary software which the bidder proposes to use.

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

Bidder shall deploy minimum 4 (four) nos. of standalone workstations for above mentioned software

E. EQUIPMENT FOR 2D DATA FIELD QC PROCESSING:

- Full-fledged 2D Seismic Data Processing software for Field QC processing of acquired 2D seismic data.
- The hardware (CPU Type and MHz, RAM & Hard Disk Capacity), ancillary equipment viz. Printers, Plotters, Tape Drives, Networking etc. shall not be more than **two (2) years old** as on the date of Original Bid Closing and must be in perfect working condition.
- The workstation needs to be connected to colour plotter, line printers and **IBM3592/DVD/DLT/LTO5** cartridge drives for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.
- The Field Processing Software Version (Seismic Processing packages along with version, date of release) shall be of latest version as on the date of Original Bid

Closing. The field processing software must be capable of processing 2D Seismic Data upto Pre-Stack Time Migration. The processing software must be covered under maintenance contract for the entire duration of the contract with OIL.

F. COMMUNICATION EQUIPMENT:

Communication equipment to be provided including walkie-talkies, VHF radios, SSB radios, sufficient for the project and the units must meet the manufacturer's specifications.

G. TRANSPORT EQUIPMENT:

The bidder has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, **Instrument van** to carry out seismic survey in areas as described in **Scope of Work, Section-II, Part-3**. All the available indigenous transport has to be arranged by the bidder, locally. All the transports must be in perfect working condition and meet all the desired specification including insurance and the requisite **licenses for the purpose of use**. All the vehicles must be equipped with all seat belts, First Aid Kit, Spare wheel, fire- extinguisher, etc. as per HSE standards.

It may be noted that the local / private workshops available around the survey area, have the capability for minor repair of indigenous vehicles only. Any specialized workshop/tools, if required have to be arranged by the bidder.

H. SHOT-HOLE DRILLING EQUIPMENT:

Bidder has to deploy more than 50 drilling rigs (25 per crew) proposed to be deployed to achieve the required production rate in following categories:

- Mechanized drilling with mechanized pump.
- Pneumatic drilling.
- Man portable mechanized drilling rigs.
- Truck/Trailer mounted mechanized drilling rigs.
- Mechanized drilling rigs with casing while drilling option.

The shot drilling rigs must be in perfect working conditions, capable of drilling in terrains as mentioned in **Scope of Work, Section-II, Part-3** (Terms of Reference/Scope of Work).

NOTE:

- (a) All the equipment as mentioned in the **Annexure-I** must meet or exceed the required specifications mentioned.
- (b) The Bidder has to submit the documentary evidence in support of the Vintage of the Equipment (**for all the equipments under item no. A-E**) which bidder proposes to deploy in the field for the execution of the contract. Bids shall be rejected if the equipment offered does not meet the specified requirement and vintage.
- (c) The Bidder who intend to deploy new equipment against proposed purchase need to submit MoU concluded with OEM/Supplier (maximum upto two (2)

OEM/Supplier) of the equipment meeting the tender requirement. Bids shall be rejected if the equipment offered do not meet the specified requirements. The Contractor may mobilize additional crew and equipment **at no extra cost to the Company** (no separate mobilisation charges shall be paid by Company) for increasing the productivity to improve upon the work completion time, to which the Company shall have no objection. However, the Contractor shall seek prior approval in writing from the Company for mobilizing additional crew.

ANNEXURE-II

List of key personnel to be deployed by contractor for seismic data acquisition per crew basis in Manipur.

Sl. No.	Position	Minimum Work Experience	No. of Personnel /Crew
1	Party Chief	10 years in 2D/3D Seismic survey of which minimum 5 years as Party Chief as on the date of the Original Bid Closing.	One (1)
2	QC Processing Geophysicist	5 years as QC Processing Geophysicist /Seismologist in 2D/3D Seismic Survey as on the date of the Original Bid Closing.	One (1)
3	Seismologist	5 years as Seismologist in a 2D or 3D Seismic Crew as on the date of the Original Bid Closing.	One (1)
4	Observer	5 years as Observer in a Seismic Crew as on the date of the Original Bid Closing.	One (1)
5	Instrument Technician	5 years as Instrument Technician as on the date of the Original Bid Closing.	One (1)
6	Sr. Surveyor	5 years as Surveyor in Seismic Crew as on the date of the Original Bid Closing.	One (1)
7	HSE Manager	5 years, out of which at least 2 years of experience related to HSE in Seismic Crew(s) as on the date of the Original Bid Closing.	One (1)
8	Senior Drilling Supervisor	5 years out of which at least 2 years of experience in Seismic Crew as on the date of the publication of the Original Bid Closing.	One (1)

Note:

- 1. In addition to above, the bidder shall provide one (1) Project Coordinator for the entire Project against this contract with minimum work experience of 10 years in 2D/3D Seismic survey, out of which minimum 2 years as Project Coordinator as on the date of the Original Bid Closing. The Project Coordinator shall function as overall in-charge on behalf of the Contractor for all operating field crews and shall be responsible to receive instructions/guidance on operational issues from Company and effectively communicate the same to the operating field crews from time to time to ensure uninterrupted operations. The Project Coordinator shall be placed at Duliajan for operational convenience. However, Project Coordinator may have to visit field crews/administrative offices as and when required. Bidder must submit detailed Bio-data of Project Coordinator to be deployed for the whole period of the project, along with the technical bid.**
2. Bidder must submit detailed Bio-data of all its key personnel to be deployed for the whole period of the project, along with the technical bid. Bidder shall deploy the same persons whose Bio-data is offered in the bid. They shall not be replaced or transferred without prior notification to the Company. Company's approval is essential in case they are desired to be replaced by the bidder with equally competent persons satisfying minimum experience criteria and Company's decision in this regard will be final.
3. The above list indicates the minimum requirement of Key Personnel and their experience. The Contractor may deploy other personnel e.g. observers,

surveyors, technicians, Instrument Technician, shooters etc. to accomplish the job as per the defined parameters and time frame. The detailed bio-data of the key personnel must be submitted with the technical bid. The radio operators, shooters etc. must have valid licenses to operate in North East India. The Supervisor and the Party Chief have to be efficient enough to coordinate with Company and perform all other required interaction with external agencies for executing the job successfully. All the key personnel must be fluent in speaking, writing and understanding English language.

4. The bidder who do not meet the technical experience criteria on their own and are bidding on the strength of Joint venture/consortium/parent/subsidiary/sister subsidiary/co-subsubsidiary must deploy the key personnel viz. Party Chief, QC Processing Geophysicist, Seismologist, Surveyor & Observer from their technical counterpart for the entire duration of contract.

Map of Proposed 2D Seismic Profiles in Manipur

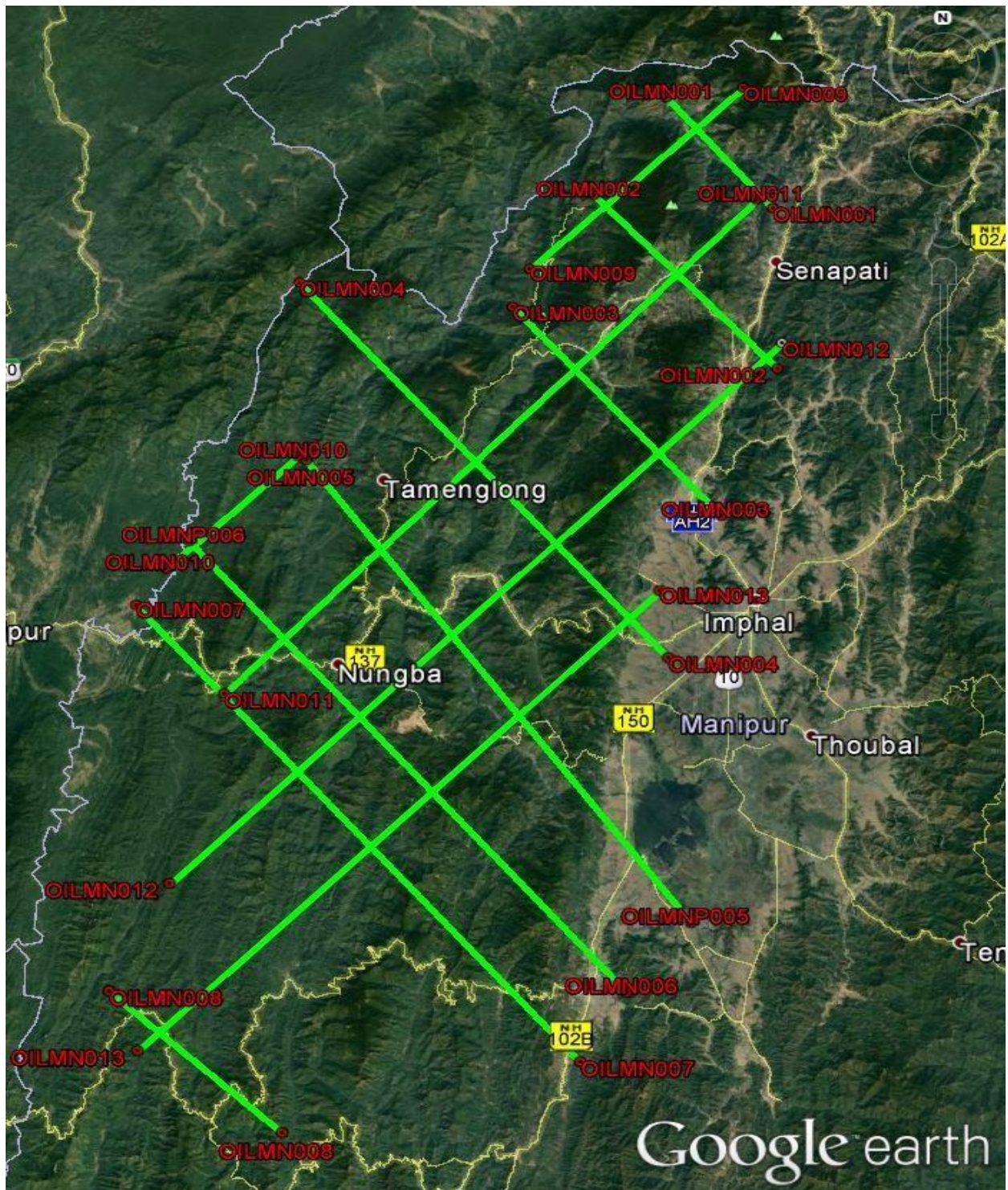
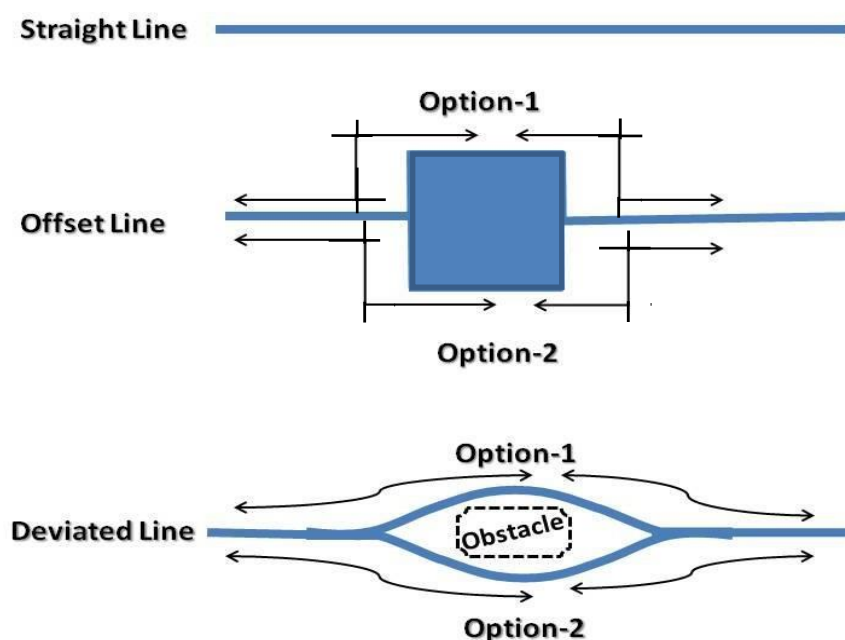


Figure-1: Map of Operation area with proposed 2D profiles covering Manipur

End Points Coordinates of the proposed 2D Seismic profiles in Manipur.

PROPOSED LINEWISE CO-ORDINATES OF MANIPUR					
Line No.	Start		End		Profile Length (in LKM)
	Lat.	Long	Lat.	Long	
OILMN001	25° 30' 43.19470" N	93° 54' 43.02652" E	25° 11' 58.28541" N	94° 08' 35.31587" E	41.70
OILMN002	25° 22' 25.28555" N	93° 48' 02.16427" E	24° 59' 06.94878" N	94° 08' 03.30393" E	54.60
OILMN003	25° 13' 11.76198" N	93° 40' 48.82082" E	24° 48' 57.29615" N	94° 01' 02.30446" E	56.30
OILMN004	24° 44' 59.99987" N	93° 49' 59.99987" E	24° 58' 57.11958" N	93° 38' 25.11780" E	32.30
OILMN005	24° 25' 04.38305" N	93° 49' 38.22464" E	25° 01' 09.21616" N	93° 24' 05.34948" E	79.30
OILMN006	24° 20' 06.83811" N	93° 44' 26.82328" E	24° 54' 56.34795" N	93° 14' 50.01934" E	81.40
OILMN007	24° 15' 12.91180" N	93° 40' 37.72868" E	24° 49' 59.89274" N	93° 10' 35.43395" E	81.80
OILMN008	24° 10' 40.05147" N	93° 19' 01.59307" E	24° 21' 00.72524" N	93° 07' 14.58769" E	27.60
OILMN009	25° 16' 19.31808" N	93° 42' 25.31307" E	25° 31' 15.77270" N	94° 00' 45.57492" E	41.30
OILMN010	24° 52' 49.24288" N	93° 12' 57.92210" E	25° 01' 30.13039" N	93° 23' 30.36802" E	23.90
OILMN011	24° 42' 58.73065" N	93° 16' 45.58523" E	25° 27' 08.00373" N	94° 06' 52.41672" E	116.20
OILMN012	24° 28' 48.00000" N	93° 12' 00.00000" E	25° 13' 19.54210" N	94° 05' 39.85965" E	122.00
OILMN013	24° 16' 40.06473" N	93° 09' 04.36951" E	24° 57' 31.41542" N	93° 58' 37.61990" E	112.58
Total GLK					870.98

STRAIGHT/OFF SET/DEVIATED LINE SCHEMATIC DIAGRAM



We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory Name:

Designation:

Phone No. Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT-I

No. FP-20013/2/2017-FP-PNG
Government of India
Ministry of Petroleum and Natural Gas

Shastri Bhawan, New Delhi
Dated 17th November, 2020

To,

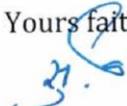
1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Member (BM), PNGRB
12. CEO & MD, ISPRL

Subject: Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the M/o P&NG - Amended regarding

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 7.10.2019 on the subject mentioned above. It is stated that several provisions of the Policy have been amended as per the recommendations of the Steering Committee constituted under PP-LC Policy by MoPNG. Amended PP-LC Policy is enclosed herewith for necessary compliance which shall continue for a further period of one year w.e.f. 01.10.2020..

Yours faithfully


सुशील टी. विलियम्स
(Sushil T. Williams)

उप सचिव, भारत सरकार
(Deputy Secretary to the Govt. of India)

दूरभाष (Tel.): 23387467
Email: sushilt.williams@gov.in

Copy to:

- a) PS to Minister, PNG & Steel
- b) PPS/ PS to Secretary/ Sr. Economic Advisor/ AS&FA, MoPNG
- c) PPS/ PS to JS (E)/ JS (GP)/ JS (IC)/ JS(R)/ JS (M)/ JS (G)/ EA/ DDG, MoPNG
- d) US (Admin.), MoPNG
- e) Ms. Neelam Naval, Technical Director (NIC) - with request to upload the letter alongwith enclosure on website of MoPNG.

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- 3. Scope**
- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.
- 3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.
- 3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.
- 3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.
- 3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. Procurement

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 **Margin of Purchase preference:** The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.
- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

5. Purchase Preference- Linked with Local Content (LC)

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

- 5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.
- 5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.
- 5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.
- 5.1.4 **Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy is at **Enclosure-I**.

6. Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/ facility; and
- c) general service cost.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

6.3 LC of the EPC Contracts:

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4 Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

7 Certification and Verification

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

- a) Price Break-up:
 - The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

8 Governance and Supervision

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 Sanctions

- 9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

- 9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. **Powers to grant exemption and to reduce minimum local content:** Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,
a) Reduce the minimum local content below the prescribed level; or
b) Reduce the margin of purchase preference below 20%; or
c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

PROCEDURE FOR AWARD OF CONTRACTS

Procedure for award of contracts under this policy shall be as follows:

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

Checklist-1

EQUIPMENT AND ACCESSORIES TO BE DEPLOYED PER CREW

Sl. No.	NIT Criteria	Manipur Area		
		Equipment (Make, Model & Vintage)	Quantity	Supporting Documents with file and page references of uploaded documents
A	SURVEY EQUIPMENT: The survey equipment shall not be more than five (5) years old as on the date of Original Bid Closing and must be in perfect working conditions.			
	DGPS (RTK) units capable of operating in L1 & L2 modes with required accessories and software in adequate quantity.			
	Total Stations with data loggers, accessories and survey software in adequate quantity.			
	The bidder must use DGPS for reference point fixing and use the latest equipment e.g. total stations with in-built EDM & Data logger, for control survey & line implantation. The quantities of all the survey equipment to be deployed are to be decided by the bidder to meet the required survey objectives and time frame.			
B	SESIMIC DATA RECORDING EQUIPMENT: Not more than three (3) years old, as on the date of Original Bid Closing. The equipment must be in perfect working condition. The number of nodes/recording equipment, to be deployed must be adequate to have the capability of sufficient roll over for recording of requisite number of shots per day to complete the project within the stipulated time frame. The recording equipment must be:			
	Seismic Data Recording System–State of the art Acquisition System with 24-bit $\Delta\Sigma$ Technology.			
	Recording capability of minimum 1200 channels at 2 ms sampling per shot.			
	Sufficient Cables, Geophones, Nodes, Accessories, Encoder/Decoder, remote units, inter connect boxes, etc.			
	Bidder has to deploy Cable/Cable Less/Hybrid Seismic Data Acquisition system. OIL will QC the acquired Shot gathers (with all active channels) on daily basis post completion of each day recording operation.			
	The time break delay between Radio Shooting system (Confirmed & predicted TB) shall be less than 1 millisecond (ms).			

	GEOPHONES: Geophones shall not be more than one (1) years old as on the date of Original Bid Closing.			
	Contractor should use Marshy Geophones/Nodes with external Marshy Geophones which must be industry standard. The response of Marshy Geophones/Nodes with external Marshy Geophones should be as per specifications of OEM.			
	Offered Geophone must be industry standard, viz; SM24/SG-10 or equivalent or better in case of High Performance Low Distortion analogue geophones.			
	The offered Geophones must be fully compatible with seismic data acquisition system along with necessary interface.			
	For analog Geophones, no. of geophones per station must be 12 (twelve) with industry standard spike length. The configuration must be: 6 x 2 [(6 in Series and two (2) such series in parallel)].			
C	UPHOLE/LVL SURVEY EQUIPMENT: Uphole/LVL Survey equipment shall not be more than three (3) years old as on the date of Original Bid Closing and must be in perfect working condition. The system must comprise of the following:			
	24 channel digital recorder with 0.1 ms sampling interval.			
	Suitable cables for Uphole / LVL Survey meeting manufacturer's specifications.			
	Refraction Geophone 4.5 Hz. The Geophones must meet manufacturer's specifications.			
	Uphole Survey Digital Recorder with a minimum of 4 channels and down hole cable, hydrophone/geophones suitable for logging to 80 m weight drop/explosive as source.			
	One equipment set for LVL Survey.			
	One equipment set for UPHOLE Survey.			
D	COMPUTING: Stand-alone workstations with adequate RAM, disk-space for the following software packages. All the hardware shall not be more than two (2) years old as on the date of Original Bid Closing & must be in perfect working condition along with all necessary software which the bidder proposes to use.			

	Survey data management & processing.			
	2D/3D field management/planning.			
	2D/3D survey simulation (OMNI/MESA/NORSAR or equivalent).			
	LVL/Uphole data processing and interpretation.			
E	EQUIPMENT FOR 2D/3D DATA FIELD QC PROCESSING			
	Full-fledged 2D/3D Seismic Data Processing software for Field QC processing of acquired 2D seismic data.			
	The hardware (CPU Type and MHz, RAM & Hard Disk Capacity), ancillary equipment viz. Printers, Plotters, Tape Drives, Networking etc. shall not be more than two (2) years old as on the date of Original Bid Closing and must be in perfect working condition.			
	The workstation needs to be connected to colour plotter, line printers and IBM 3592/DVD/LTO5 cartridge drives for back-ups and any other facilities required to control the quality of survey and to provide the technical inputs required by Company.			
	The Field Processing Software Version (Seismic Processing packages along with version, date of release) shall be of latest version as on the date of Original Bid Closing. <u>The field processing software must be capable of processing 2D/3D Seismic Data up to Pre-Stack Time Migration. The processing software must be covered under maintenance contract for the entire duration of the contract with OIL.</u>			
F	COMMUNICATION EQUIPMENT			
	Communication equipment to be provided including walkie-talkies, VHF radios, SSB radios, sufficient for the project and the units must meet the manufacturer's specifications.			

G	TRANSPORT EQUIPMENT			
	The bidder has to decide and bring requisite quantity of specialized transport for crew, explosive vans and jeeps for explosive movement, Instrument van, to carry out seismic survey in areas as described in Scope of Work, Section-II, Part-3. All the available indigenous transport has to be arranged by the bidder, locally. All the transports must be in perfect working condition and meet all the desired specification including insurance and the requisite licenses for the purpose of use. All the vehicles must be equipped with all seat belts, First Aid Kit, Spare wheel, fire-extinguisher etc. as per HSE standards.			
H	SHOT-HOLE DRILLING EQUIPMENT: The shot drilling rigs must be in perfect working conditions, capable of drilling in terrains as mentioned in Scope of Work, Section-II, Part-3 (Terms of Reference/Scope of Work). Bidder has to deploy more than 50 drilling rigs (25 per crew) proposed to be deployed to achieve the required production rate in following categories:			
	Mechanized drilling with mechanized pump.			
	Pneumatic drilling.			
	Man portable mechanized drilling rigs.			
	Truck/Trailer mounted mechanized drilling rigs.			
	Mechanized drilling rigs with casing while drilling technology.			

NOTE: Bidder must provide the vintage against the **A to E as asked in NIT.**

Checklist-2**LIST OF KEY PERSONNEL TO BE DEPLOYED BY THE BIDDER**

POSITION	MANIPUR AREA	
	CREW-01	CREW-02
PROJECT COORDINATOR / SUPERVISOR		
PARTY CHIEF		
QC PROCESSING GEOPHYSICIST		
SEISMOLOGIST		
OBSERVER		
INSTRUMENT ENGINEER/TECHNICIAN		
SR. SURVEYOR		
HSE MANAGER		
SENIOR DRILLING SUPERVISOR		

Checklist-3**CHECKLIST FOR BID EVALUATION CRITERIA**

Sl. No.	Clause No. of Tender Document	Bidder's Remarks		Bidder to indicate relevant File/ Page No/Technical
		Complied	Not Complied/Deviation	Brochure of the Bid Document to support its remarks
1.	3.1			
2.	3.1.1			
3.	3.1.2			
4.	3.1.2.1			
5.	3.1.2.2			
6.	3.1.2.3			
7.	3.1.2.4			
8.	3.1.2.5			
9.	3.1.3			
10.	3.1.4			
11.	3.1.5			
12.	3.1.6			

13.	3.1.7			
14.	3.1.8			
15.	3.1.8.1			
16.	3.2			
17.	3.2.1			
18.	3.2.2			
19.	3.2.3			
20.	3.2.4			
21.	3.2.5			
22.	3.2.6			
23.	3.3			
24.	3.3.1			
25.	3.3.2			
26.	3.3.3			
27.	3.3.4			
28.	3.3.5			
29.	3.3.6			

30.	3.3.7			
31.	3.3.8			
32.	3.3.9			
33.	3.3.10			
34.	3.3.11			
35.	3.3.12			
36.	3.3.13			
37.	3.3.14			
38.	3.3.15			
39.	3.3.16			
40.	3.4.1			
41.	3.4.2			
42.	3.4.3			
43.	3.4.4			
44.	3.4.5			
45.	4.1			
46.	4.2			

47.	4.3			
48.	4.4			
49.	4.5			
50.	4.6			
51.	4.6.1			
52.	4.6.2			
53.	4.6.3			
54.	4.6.4			
55.	4.6.5			
56.	4.6.6			
57.	4.7			
58.	4.7.1			
59.	4.7.2			
60.	4.7.3			
61.	4.7.4			
62.	4.7.5			
63.	4.8.1			

64.	4.8.2			
65.	4.8.3			
66.	4.8.4			
67.	4.9			

&&&&&&&&

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDH6242P21**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	

7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to hundred and twenty (120) days from final Bid Due Date/Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted?	
11.	Confirm that currency of quoted prices: (The same will be finally converted to Indian Rupees for evaluation).	
12.	Confirm that quoted prices shall remain firm and fixed until completion of the contract.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax:

		Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

****End of Tender Document****