



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

**Contract & Purchase Department
(Rajasthan Field)**

2A, District Shopping Centre, Saraswati Nagar,
Basni, Jodhpur-342005, Rajasthan, India.

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GEM/GARPTS/08022021/251RGXAH1040

Sub: Tender No.CJI-6227-P21 for Hiring of the services for 1800 GLKM of 2D Seismic Data Seismic Data Acquisition and Processing in Bikaner and Jodhpur area in Rajasthan in the OALP-V blocks namely RJ-ONHP-2019/2 and RJ-ONHP-2019/3 area of OIL's Rajasthan Field.

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. Rajasthan Field of Oil India Limited (OIL), is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. OIL has also strategically diversified into Renewable Energy Business and O&M activities. The Field Office of OIL at Jodhpur is well connected by Road, Rail & Air.

2.0 In connection with its field office being located at Jodhpur, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL's e-procurement site for **Hiring of the services for 1800 GLKM of 2D Seismic Data Seismic Data Acquisition and Processing in Bikaner and Jodhpur area in Rajasthan in the OALP-V blocks namely RJ-ONHP-2019/2 and RJ-ONHP-2019/3 area of OIL's Rajasthan Field.** 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:

IFB No./ Tender No.	CJI-6227-P21
a. Type of IFB.	Single Stage Two Bid System
b. Bid Closing Date & Time.	09.03.2021 at 11-00 hrs (IST).
c. Bid(Technical) Opening Date & Time	09.03.2021 at 15-00 hrs (IST).
d. Priced Bid Opening Date & Time.	Will be intimated to the eligible Bidders nearer the time.
e. Bid Submission Mode.	Bid to be uploaded on-line in OIL's E-Procurement portal.
f. Bid Opening Place.	Office of the GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India.
g. Bid Validity.	120 days from bid Closing date.
h. Amount and Validity of Performance Security.	Performance security @3% of annualized contract value is applicable against this contract valid up to

	3 months from date of expiry of contract
i. Duration of the Contract.	13 Months
j. Quantum of Liquidated Damage for Default in Timely Mobilisation.	Refer clause No. 30.0 of General Conditions of Contract (Part-3, Section-I)
k. Bids to be addressed to.	GM-C&P, Oil India Ltd., 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur-342005, Rajasthan, India
1. Pre-Bid Conference Date.	18.02.2021 at 11:00 hrs (IST).
m. Last Date of receipt of Queries.	17.02.2021 up to 17:30 Hrs (IST)

3.0 **Pre-Bid Conference:** A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on **18.02.2021 at 11:00 hrs (IST)** in OIL's Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan, India. Maximum of two representatives of each bidder will be allowed to attend the pre-bid conference on producing authorization letter. Bidders interested to attend the Pre-Bid Conference should intimate General Manager (C&P), Oil India Limited, Jodhpur latest by 17.02.2021 up to 17:30 Hrs (IST).

3.1 Owing to the current Covid-19 Pandemic throughout the country, the Pre-bid conference may be held online through Video Conference. Interested bidders are therefore, advised to submit their queries latest by 17.02.2021 up to 17:30 Hrs (IST) and also provide their email id and contact details for the Video Conference. OIL shall provide the necessary Webex link to the interested bidders to join the video conference on the scheduled date and time. However, if any vendor wishes to attend the pre-bid conference at OIL House, Jodhpur, the bidder has to intimate OIL well in advance so as to enable OIL to make arrangements for the same.

4.0 **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.

5.0 **GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

5.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations 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.**

5.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>

5.3 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.

5.4 MSE Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

5.5 Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

5.6 Parties shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal on receipt of request for the same.

5.7 Parties, who do not have a User ID, can click on **Guest login button** in the OIL's E-portal to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site (Help Documentation). For any clarification in this regard, Bidders may contact Mr. P. Barman, Manager (ERP-MM) at erp_mm@oilindia.in, Ph.: 03742804903/7192/7171/7178.

6.0 **QUERIES/CLARIFICATIONS ON THE TENDER:**

6.1 The prospective Bidders shall submit their queries/clarifications against the tender through E-mail addressed to General Manager (C&P), OIL INDIA LTD., Rajasthan Project, 2A, District Shopping Centre, Saraswati Nagar, Jodhpur-342005, Rajasthan, India and such queries must reach OIL's Rajasthan Project office at Jodhpur latest by 10.05.2020 up to 17:30 Hrs (IST). OIL shall provide clarifications on the date of pre-bid conference to only those queries received within this date. Replies will also be uploaded in OIL's e-tender portal. Queries / Clarifications against the tender received beyond 10.05.2020 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any Bidder's query in OIL's office.

7.0 **IMPORTANT NOTES:**

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

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the Bidder in two copies in a sealed envelope super-scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to GM (C&P), OIL INDIA LTD., Rajasthan Field, 2A, Saraswati Nagar, Jodhpur-342005, Rajasthan (India):

- a) Original Bid Security
- b) Printed catalogue and Literature, if called for in the tender.
- c) Power of Attorney for signing the bid.
- d) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at OIL's GM- (C&P)'s office at Jodhpur on or before 11.00 Hrs (IST) on the Bid Closing date

failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the Bidder along with their Technical Bid in OIL's E-procurement site.

ii) Bid should be submitted on-line in OIL's E-procurement site before 11.00 AM (IST) (Server Time) of the bid closing date as mentioned and will be opened on the same day at 3.00 PM (IST) at the office of the GM (C&P) in presence of the authorized representatives of the Bidders.

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

iv) 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 under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the "Tendering Text" in the attachment option under "Notes & Attachments" tab. A screen shot in this regard is given in the "Instruction to Bidder for Submission" file for guidance. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

8.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oilindia.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.

9.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.

10.0 Please refer "VENDOR USER MANUAL Rev2" document available on OIL's e-tender portal for help on system settings and procedure to upload technical and price bids.

11.0 Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

12.0 For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online

viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

13.0 If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders to categorically fill up undertaking as per format provided vide Annexure-X and submit the same along with their bid.

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

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

(Bhavik Mody)

Sr. Manager (C&P)

For General Manager (C&P)

For Executive Director (RF)

PART - 1

INSTRUCTIONS TO BIDDERS

- 1.0 **Eligibility of the bidder:** The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC), PART-2 of the Bid document.
- 1.1 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:** The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- 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) Scope of Work/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 Compliance, (Proforma-D)
 - l) Performance Security Form, (Proforma-F)
 - m) Sample Agreement Form (Proforma-G)
 - n) Proforma of Letter of Authority (Proforma-H)
 - o) Authorisation for Attending Bid Opening (Proforma-I)
 - p) Integrity Pact (Proforma -J)
 - q) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
 - r) Purchase preference policy-linked with Local Content (PP - LC) (Proforma -M)
 - s) Certificate of Compliance of Financial Criteria (Proforma -N)
 - t) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma -P)
 - u) Bid Security Declaration (Proforma-S)
 - v) General HSE Guidelines (Appendix-A)
 - w) Procedure for obtaining Labour Licence (Appendix-B)
 - x) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)
- 2.1 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.
- 2.2 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:** 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:** 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 authorized Agents in India, if any.
- 5.3 **Documents comprising the bid:** 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-S.
- d) Copy of Bid-Form without indicating prices in Proforma-C.
- e) Statement of 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-J.
- 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 the currency quoted and any other commercial information pertaining to the service offered.

6.0 **Bid Form:** 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:** A Bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price. Bidders can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies. However, currency once quoted will not be allowed to be changed.

9.0 **Documents establishing bidder's eligibility and qualifications:** A Bidder is expected to submit their bid in Indian Rupees. Currency once quoted will not be allowed to be changed.

- 10.0 **BID SECURITY:** No bid security/EMD shall be applicable against this tender. Instead of bid security/EMD, all the bidders are required to sign a Bid Security Declaration (as per Proforma-S) 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 submit the performance security before the deadline defined in the NIT, they will be suspended for a period of two years.

This suspension of two years shall be automatic without conducting any enquiry.

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

- 11.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 11.2 Micro or Small Enterprises (MSE) bidders are exempted from submitting Bid Security. Categorization 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 a period up to the 31st day of March, 2021.
- 11.3 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 (URN) with Udyam Registration Certificate(URC)
 - OR
 - ii. Proof of registration 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 Udyog Adhar registration or registration with any other body specified by Ministry of MSME
- 11.4 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.

12.0 **PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bids shall remain **valid for 120** days 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. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

13.0 **SIGNING & SUBMISSION OF BID:**

13.1 **Signing of Bid:**

- 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 Organization 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 initialled 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 Bid:

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-C&P, Oil India Ltd., Rajasthan Field, OIL House, 2A, District Shopping Centre, Saraswatanagar, Basni, Jodhpur-342005, India before the scheduled bid closing date and time:

- 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 **INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:** Not Applicable.

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 mentioned above on or before the scheduled Bid Closing Date and time. Timely delivery of the same is the responsibility of the Bidders.

16.0 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security 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 the Bidder's

forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL as per the Banning Policy of OIL.

- 18.0 **EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 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 authorization 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 **CONVERSION TO SINGLE CURRENCY:** While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.
- 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 Document.
- 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 **LOADING OF FOREIGN EXCHANGE:** There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic Bidders.
- 22.3 **EXCHANGE RATE RISK:** Since Indian Bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 22.4 **REPATRIATION OF RUPEE COST:** Not Applicable.

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:** 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 Not applicable.

27.0 **PERFORMANCE SECURITY:** 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 from 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.

27.1 Performance security @3% of annualized contract value is applicable against this contract. The Performance Bank Guarantee shall be denominated in the currency of the contract.

27.2 The Performance Bank Guarantee (as per Proforma-F) shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

27.3 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.

- 27.4 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.
- 27.5 Bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original Bank Guarantee in OIL's office.
- 27.6 The bank guarantee issued by the bank must be routed through SFMS platform as per following details:
(a) "MT 760 / MT 760 COV for issuance of bank guarantee
(b) "MT 760 / MT 767 COV for amendment of bank guarantee
The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003".
- 27.7 In case the contractor wishes to submit Performance security through NEFT/RTGS/Electronic Fund Transfer, the same is to be deposited in OIL's bank account mentioned hereunder:
Bank Name & Location : State Bank of India, Jodhpur
Account No. : 00000010827354741
IFSC Code : SBIN0000659
Account Type : Current Account
- 27.8 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.
- 27.9 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.
- 27.10 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and debarment of the bidder for a period of two years automatically without conducting any enquiry.
- 27.11 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.

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 Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default as per the Banning Policy of OIL.

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

- 29.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:** If it is found that a Bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited and the party shall be banned for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action as per Company's Banning Policy.
- 30.0 **CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.
- 31.0 **MOBILISATION ADVANCE PAYMENT:**
- 31.1 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.
- 31.2 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.
- 31.3 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.
- 32.0 **INTEGRITY PACT:**
- 32.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Proforma-J 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.

- 32.2 OIL has appointed the following persons as Independent External Monitors (IEM) for a period of 3 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitor for any matter relating to the IFB at the following addresses:

1. Shri Shri Sutanu Behuria, IAS (Retd.);
E-mail: sutanu2911@gmail.com
2. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
3. Shri Om Prakash Singh, IPS (Retd.);
E-mail: ops2020@rediffmail.com

33.0 **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.

- 34.0 **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.

- 35.0 **PURCHASE PREFERENCE ON LOCAL CONTENT:** Purchase preference policy-linked with Local Content (PP - LC) notified vide notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG shall be applicable in this tender. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in Proforma-M and shall have to submit all undertakings / documents applicable for this policy.

- 36.0 General Health, Safety and Environment (HSE) aspects shall be as per the terms set forth in Appendix-A of the tender document.

- 37.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 shall be as per terms set forth in Appendix-B of tender document.
- 38.0 The User Manual provided on the e-portal on the procedure How to create Response for submitting offer may be referred for guidance.
- 39.0 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 of 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

- 39.1 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.
- 39.2 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 normally considered. However, in case a bidder submits its bid along with 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 seven (7) days of actual 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 seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.
- 39.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:
- 39.3.1 Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency 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. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.
- 39.4 Verification of documents are normally categorised as under:
- i) General Requirement:
- Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company – last three years (minimum)
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
- ii) Additional Documents : (If applicable against the tender)
- Joint Ventures Agreements – To Double-check with JV Partners
 - Consortium Agreements – To Double-check with Consortium Partners
 - Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

iii) Technical Criteria

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

iv) Financial Criteria

- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

Considering the time required for preparation of Financial Statements, if the last date of the 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'.

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.

To check the Line of Credit, if incorporated in the tender.

- 40.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable. Bidders must submit duly sealed & signed undertaking as per format provided vide Appendix-C along with the technical bid.
- 40.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 40.2 Validity of Registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 40.3 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or

companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

40.4 "Bidder from a country which shares a land border with India "for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

40.5 The beneficial owner for the purpose of (iii) above will be as under:

40.5.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

40.5.2 In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership.

40.5.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

40.5.4 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

40.5.5 In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

40.6 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- 40.7 The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 41.0 **PURCHASE PREFERENCE:** Purchase Preference to MSME and PP-LC bidders will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 42.0 **VENDOR REGISTRATION ON GOVERNMENT E-MARKETPLACE (GEM):** Reference to OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure, Ministry of Finance, it shall be mandatory for sellers providing goods and services to Central Government Organizations to be registered on GeM and obtain a unique GeM seller ID at the time of placement of order/contract.

View above, all bidders are advised to register themselves on GeM and provide the unique registration ID to OIL along with the bid. Contract shall be awarded to the successful bidder only after the bidder provides the GeM unique ID to OIL before the end of bid validity period.

END OF PART - 1

PART - 2
BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bidders are advised not to take any exception/deviation to the Bid Documents. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications and if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected outright.

2.0 GENERAL CONFORMITY

Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

3.0 EVALUATION CRITERIA:

3.1 TECHNICAL EVALUATION CRITERIA:

3.1.1 Bidder: The Bidder must be incorporated in India and must maintain minimum 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.

3.1.2 EXPERIENCE OF THE BIDDER:

The Bidders must meet the following experience criteria.

- (i) Bidders must have successfully completed land 2D Vibroseis Seismic Surveys with a minimum cumulative total of 900 GLKM or 450 SQ.KM of 3D Vibroseis Seismic Survey in the last seven (07) years, reckoning the period from the original bid closing date of the tender. Bidders must submit documentary evidence in support of their experiences as under:

Contract/Agreement copy along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy with proof of settlement /release of final payment against the contract.

OR

Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the

satisfactory execution of the contract as mentioned in the above clause.

- (ii) Bidder must have state-of-the-art processing centre to carry out detailed seismic data processing works. The bidder must have experience in seismic data processing and completed Processing of minimum 450 GLKM of Land 2D seismic data or 225 SQ.KM of Land 3D seismic data up to PSTM in last seven (07) years, reckoning the period from the original bid closing date of the tender. Bidders must submit documentary evidence in support of their experiences as under:

Contract/Agreement copy along with satisfactory completion/performance report clearly mentioning Contract/Agreement No. and volume of job completed.

OR

Contract/Agreement copy with proof of settlement /release of final payment against the contract.

OR

Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.

- 3.1.3 **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 clauses **3.1.2** above. The Joint Venture shall maintain minimum 20% local content as mentioned in clause 3.1.1.
- 3.1.3.1 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, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above.
- 3.1.3.2 Indian Companies/Joint Venture Companies: Indian bidders 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. Bidder must submit along with their technical bid Memorandum of Understanding(MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work.
- 3.1.3.3 MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.
- 3.1.3.4 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed

by Indian Embassy.

3.1.4 In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain minimum 20% local content as mentioned in clause 3.1.1 above), the following requirements must be satisfied by the Bidder:

- 3.1.4.1 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 and also authorize the leader for signing and submission bid on their behalf. 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.
- 3.1.4.2 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.
- 3.1.4.3 The Bid Security undertaking shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.
- 3.1.4.4 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.
- 3.1.4.5 Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.
- 3.1.4.6 Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.
- 3.1.4.7 In case of Consortium bids, the bid shall be digitally signed by the authorized representative of 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.

- 3.1.4.8 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.
- 3.1.4.9 **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.
- 3.1.4.10 **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.
- 3.1.4.11 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/Subsidiary/Co-subsidiary/Sister subsidiary will be rejected.
- 3.1.4.12 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.
- 3.1.4.13 The consortium partners should satisfy the experience criteria as per Clause 3.1.2 above in their respective domain.
- 3.1.4.14 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.
- 3.1.5 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company:** Offers of those bidders who themselves do not meet experience criteria as stipulated in 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-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder

must enclose an agreement, as per format furnished vide **Attachment-I**, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide **Attachment-II**, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.

3.1.6 **Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:**

Offers of those bidders who themselves do not meet the technical experience criteria stipulated in 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 vide Attachment-III, between them, their ultimate parent/holding company, along with the technical bid.

3.1.7 In the situations mentioned in clauses **3.1.5** and **3.1.6**, following conditions are required to be fulfilled/documents to be submitted:

3.1.7.1 Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-FA), 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.

3.1.7.2 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.

Note: In case Supporting Company fails to submit Performance Bank Guarantee as per 3.1.7.1 above, action shall be taken on the bidder as per clause 3.3.3 of Commercial criteria.

3.1.8 Any party who is extending support by way of entering into consortium /Joint Venture 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.

- 3.1.9 Joint venture partnership / collaboration, with a firm bidding as an independent identity against this tender, will not be accepted.
- 3.1.10 The bids will be technically evaluated based on the requirements furnished in Part-3, Section-II (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected.
- 3.1.11 The years of experience required for key personnel are specified in Annexure-I and bidder must give an undertaking to provide the key personnel as per the same. Bids shall be rejected if the key personnel offered do not meet the specified requirement.
- 3.1.11.1 Bidder must submit detailed Bio-data of all 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 for data acquisition and processing. 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.
- 3.1.12 **The vintage of equipment required are specified in Annexure-II.** Bidder has to submit the documentary evidence (in the form of copy of purchase order along with manufacturer's certificate clearly stating the year of manufacture) in support of the Vintage of the equipment which bidder proposes to deploy in the field for the execution of the contract. Bids shall be rejected if the equipment offered do not meet the specified requirement.
- 3.1.13 The bidder must be in possession of the equipment as mentioned in Annexure-II. In case bidder proposes to deploy brand new equipment, bidders need to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of purchase of brand new equipment, concluded with the OEM/Supplier, specifically for this tender, clearly mentioning that the equipment meets the specification as specified in tender. The above MOU/Agreement must be valid through validity of the bid.
- 3.1.14 **Mobilization:** Company expect quick mobilization to commence the work at the earliest. The mobilization is required to be completed in all respect within 90 days from the date of LOA or Mobilisation notice from the company. Successful bidder must apply for necessary clearances to the different agencies of Government of India & Govt. of Rajasthan pertaining to Camp Establishment, Mobilization of Equipment & Manpower, and Permission to work in Area immediately after issue of Letter of Award (LOA) by Company.
- 3.1.15 Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first

regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.

- 3.1.16 All the MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy.

3.2 FINANCIAL EVALUATION CRITERIA:

- 3.2.1 Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least **INR 25.84 crores.**
- 3.2.2 "**Net Worth**" of the Bidder should be positive for the preceding financial/ accounting year.
- 3.2.3 Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.
- 3.2.4 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 so far'.

Notes:

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

i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number, Firm Registration Number and UDIN (Unique Document Identification Number)), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE - CA.

OR

ii) Audited Balance Sheet along with Profit & Loss account.

b) 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.

3.2.5 In case the Bidders a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 3.2.1 above. Other Consortium members individually shall have to meet the financial turn-over criteria of **INR 12.92 Crores**. However, if the consortium member is a processing company then processing company shall have to meet the financial turnover criteria of minimum **INR 94.5 Lakh**.

3.2.6 In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.

i) Turnover of the parent/ultimate parent/holding company should be in line with para 3.2.1 above.

ii) Net Worth of the parent/ultimate parent/holding company should be positive.

iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them.

iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.

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. Bids not conforming to this two bid system shall be **rejected outright**.

3.3.2 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.

3.3.3 No bid security/EMD shall be applicable against this tender. Instead of bid security/EMD, all the bidders are required to sign a Bid Security Declaration (Proforma-S) 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 submit the performance security

(including performance security by supporting company, in case applicable) before the deadline defined in the NIT, they will be suspended for a period of two years. This suspension of two years shall be automatic without conducting any enquiry.

- 3.3.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 3.3.5 Bids should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
- 3.3.6 Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (Proforma-B)**; otherwise the Bid will be rejected. However, if no charge is involved for any of the work/item, '**NIL**' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0". However, if a bidder indicates that they are not quoting for all the items then their offer will be rejected.
- 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 submitted after the Bid Closing Date and Time shall be rejected.
- 3.3.9 Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate.
- 3.3.10 Any Bid containing a false statement shall be rejected.
- 3.3.11 Bids shall be typed or written in indelible ink and shall be digitally signed by the Bidder or his authorized representative.
- 3.3.12 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 initialed by the person(s) signing the bid.
- 3.3.13 Bidder shall bear, within their quoted rates, all the taxes and duties including the personal tax as applicable in respect of their personnel and sub-contractor's personnel, arising out of execution of the contract. Also, the Corporate Tax as applicable on the income from the contract will be to Contractor's account. However, their rates will be exclusive of GST and same has to be quoted in the space provided in the Price Bid Format.
- 3.3.14 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. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 3.3.15 Bidder must comply to clause no. 39.0 (Independent Inspection of Bid Documents) of Part-1, Instruction to Bidders failing which their offer shall be summarily rejected.

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

- (i) Performance Guarantee Bond Clause
- (ii) Force Majeure Clause
- (iii) Tax liabilities Clause
- (iv) Arbitration Clause
- (v) Acceptance of Jurisdiction and Applicable Law Clause
- (vi) Liquidated damage and penalty clause
- (vii) Safety and Labour Law
- (viii) Insurance Clause
- (ix) Termination Clause
- (x) Integrity Pact

3.4 GENERAL:

3.4.1 The compliance statement (enclosed **Proforma-D**) should be digitally signed and uploaded along with the technical bid (un-priced). 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 clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses 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 clauses in the BEC contradict clauses elsewhere in the Bid Document, then the clauses in the BEC shall prevail.

3.4.4 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

3.4.5 Bid involving a party in any form whose name is appearing in the prevailing list of banned/blacklisted vendors of OIL INDIA LIMITED shall be rejected outright.

3.4.6 Arithmetical errors, if any, in the price bids will be rectified on the following basis.

“If there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. If there is discrepancy between the percentage terms and calculated amount, the amount will be rectified by re-calculating the amount as per the percentage terms. Any bidder who does not accept the said correction procedure, their bid will be rejected.”

3.4.7 **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.

- 3.4.8 For conversion of foreign currency into Indian currency for evaluation of Bids, Bill selling Card rate declared by State Bank of India, one day prior to the date of Priced Bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3 (three) months, then Bill Selling Card rate declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.4.9 **Purchase Preference for Micro & Small Enterprise:** Purchase Preference will be applicable as per latest Govt. Guidelines. Bidders to take note of the same and quote accordingly. It is Bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender. 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.
- 3.4.10 **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. Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified in **Annexure-X** and shall have to submit all undertakings / documents applicable for this policy.
- 3.4.11 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.
- 3.4.12 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.
- 3.4.13 The quantities shown against each item in the "**Price Bid Format (i.e. in Proforma-B)**" are tentative quantities and shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor shall be paid on the basis of actual quantum of jobs carried out during job execution. However, execution of jobs in excess of the quantity mentioned herein requires Company's prior approval.
- 3.4.14 **The lump sum Mobilization Charges quoted by the Bidders must not exceed 10% (ten percent) of the total quoted Contract value i.e. (A) +**

(B), failing which the offer will be rejected.

3.4.15 **De-Mobilization charges should not be less than 5% of the total quoted contract value. If De-mobilization is quoted in deficit or less than 5% of the quoted contract value i.e. (A) + (B), then the offer will be rejected.**

3.4.16 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.

TOTAL ESTIMATED CONTRACT VALUE = (A) + (B)

Where, (A) = TOTAL COST OF 2D SEISMIC DATA ACQUISITION

(B) = TOTAL COST OF 2D SEISMIC DATA PROCESSING

Notes:

- (I) The items mentioned above are to be read in conjunction with Section-IV, Part-3 (Schedule of Rates).
- (II) Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported in to India in connection with these operations in Proforma-A (enclosed) for estimating the customs duty.
- (III) **Custom Duty**: The services under this Contract shall be carried out in OALP areas of the Company and therefore, imports under this Contract is presently exempted from Customs Duty. Bidders should take note of the same while quoting. No customs duty shall therefore be considered for evaluation.
- (IV) The GST applicable for this contract is extra and payable by Company (Oil India Ltd.).

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

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

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

WHEREAS

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

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

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

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

For and on behalf of (Bidder)

For and on behalf of

(Parent Company/Subsidiary Company (Delete whichever not applicable)

M/s.

M/s.

Witness:

Witness:

1)

1)

2)

2)

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

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

DEED OF GUARANTEE

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, and having an office, amongst others, at Kakinada, Andhra Pradesh, and Jodhpur, Rajasthan, 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 / **Wholly Owned 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.
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.
4. 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.
5. 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.

6. 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.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.
For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

M/s _____

Witness:

1. Signature _____
Full Name _____
Address _____

Signature _____
Name _____
Designation _____

Common seal of the Company _____

Witness:

2. Signature _____
Full Name _____
Address _____

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

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

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

FORMAT OF AGREEMENT BETWEEN BIDDER THEIR SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY AND THE ULTIMATE PARENT/HOLDING COMPANY OF BOTH THE BIDDER AND THE SISTER SUBSIDIARY/CO-SUBSIDIARY (Strike out whichever is not applicable between Ultimate Parent and Holding Company. Similarly strike out whichever is not applicable between Sister Subsidiary and Co-subsidiary Company)
(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

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

WHEREAS

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

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

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

For and on behalf of
(Bidder)

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

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

M/s.
Witness
1)
2)

M/s.
Witness
1)
2)

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-subsidary 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-subsidary company(ies) and necessary modifications may be made in the above format to include all sister subsidiaries.

CHECK LIST – I
TO BE FILLED IN BY THE BIDDERS

TENDER NO.: CJI6227P21			
Bid Evaluation Criteria (Technical Evaluation Criteria)			
Clause No.	Clause	Confirmation / Compliance	Reference in terms of Page no., Annexure etc. of bidder's offer
1.0	VITAL CRITERIA FOR BID ACCEPTANCE: The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bidders are advised not to take any exception/deviation to the Bid Documents. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications and if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected outright.	Yes No	
2.0	GENERAL CONFORMITY Bids will be rejected in case the equipment and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.	Yes No	
3.0	EVALUATION CRITERIA		
3.1	TECHNICAL EVALUATION CRITERIA:		
3.1.1	Bidder: The Bidder must be incorporated in India and must maintain minimum 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.	Yes No	

3.1.2	EXPERIENCE OF THE BIDDER: The Bidders must meet the following experience criteria. (i) Bidders must have successfully completed land 2D Vibroseis Seismic Surveys with a minimum cumulative total of 900 GLKM or 450 SQ.KM of 3D Vibroseis Seismic Survey in the last seven (07) years, reckoning the period from the original bid closing date of the tender. Bidders must submit documentary evidence in support of their experiences as under: Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed. OR Contract/Agreement copy with proof of settlement /release of final payment against the contract. OR Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.	Yes No	
	(ii) Bidder must have state-of-the-art processing centre to carry out detailed seismic data processing works. The bidder must have experience in seismic data processing and completed Processing of minimum 450 GLKM of Land 2D seismic data or 225 SQ.KM of Land 3D seismic data up to PSTM in last seven (07) years, reckoning the period from the original bid closing date of the tender. Bidders must submit documentary evidence in support of their experiences as under: Contract/Agreement copy along with satisfactory completion/ performance report clearly mentioning Contract/Agreement No. and volume of job completed. OR Contract/Agreement copy with proof of settlement /release of final payment against the contract. OR Any other documentary evidence like proof of release of Performance Security after completion of the contract that can substantiate the satisfactory execution of the contract as mentioned in the above clause.	Yes No	
3.1.3	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 clauses 3.1.2 above. The Joint Venture shall maintain minimum 20% local content as mentioned in clause 3.1.1. 3.1.3.1 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, indicating areas and clients are to be submitted along with the Technical Bid, in support of the experience criteria laid down above. 3.1.3.2 Indian Companies/Joint Venture Companies: Indian bidders 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. Bidder must submit along with their technical bid Memorandum of Understanding(MOU)/Agreement with their technical collaborator / Joint venture partner (in case of Joint venture) clearly indicating their roles & responsibilities under the scope of work. 3.1.3.3 MOU/Agreement concluded by the bidder with technical collaborator/joint venture partner (in case of Joint Venture), must also be addressed to the Company, clearly stating that the MOU Agreement is applicable to this tender and shall be binding on them for the entire contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder. 3.1.3.4 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarized. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy.	Yes No	
3.1.4	In case the Bidder is a Consortium of Companies (leader of the consortium should be incorporated in India and the Consortium shall maintain minimum 20% local content as mentioned in clause 3.1.1 above), the following requirements must be satisfied by the Bidder: 3.1.4.1 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 and also authorize the leader for signing and submission bid on their behalf. 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.	Yes No	
3.1.4.2	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.		
3.1.4.3	The Bid Security undertaking shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and with name(s) & address(es) of Consortium members. Similarly, the Performance Security shall be in the name of the Leader on behalf of the Consortium.		
3.1.4.4	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.		
3.1.4.5	Any correspondence exchanged with the leader of consortium shall be binding on all the consortium members.		
3.1.4.6	Payment shall be made by OIL only to the leader of the consortium towards fulfilment of contract obligations.		
3.1.4.7	In case of Consortium bids, the bid shall be digitally signed by the authorized representative of 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.		
3.1.4.8	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. 3.1.4.9 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. 3.1.4.10 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. 3.1.4.11 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/Subsidiary/Co-subsidiary/Sister subsidiary will be rejected. 3.1.4.12 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. 3.1.4.13 The consortium partners should satisfy the experience criteria as per Clause 3.1.2 above in their respective domain. 3.1.4.14 The MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised.		
3.1.5	Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of the Parent/Subsidiary Company: Offers of those bidders who themselves do not meet experience criteria as stipulated in 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-subsidiary company or through any other arrangement like technical collaboration etc. In that case, as the subsidiary company is dependent upon the technical experience of the parent company or vice-versa, with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder must enclose an agreement, as per format furnished vide Attachment-I, between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee, as per format furnished vide Attachment-II, from the parent/subsidiary company to OIL for fulfilling the obligations under the agreement, along with the technical bid.	Yes No	
3.1.6	<u>Eligibility criteria in case Bid is submitted on the basis of the Technical Experience of Sister Subsidiary/Co-Subsidiary Company:</u> 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 vide Attachment-III, between them, their ultimate parent/holding company, along with the technical bid.	Yes No	
3.1.7	In the situations mentioned in clauses 3.1.5 and 3.1.6, following conditions are required to be fulfilled/documents to be submitted: 3.1.7.1 Undertaking by Supporting Company to provide a Performance Security (as per format and instructions enclosed at Proforma-FA), <u>equivalent to 50% of the value of the Performance Security</u> which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder.		

	3.1.7.2 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. Note: In case Supporting Company fails to submit Performance Bank Guarantee as per 3.1.7.1 above, action shall be taken on the bidder as per clause 3.3.3 of Commercial criteria.		
3.1.8	Any party who is extending support by way of entering into consortium /Joint Venture 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.	Yes No	
3.1.9	Joint venture partnership / collaboration, with a firm bidding as an independent identity against this tender, will not be accepted.	Yes No	
3.1.10	The bids will be technically evaluated based on the requirements furnished in Part-3, Section-II (Scope of Work/Terms of Reference). Bids which do not conform to the minimum specifications of equipment, hardware and software furnished therein and do not include all the jobs/services mentioned in the tender document will be considered as incomplete and rejected.	Yes No	
3.1.11	The years of experience required for key personnel are specified in Annexure-I and bidder must give an undertaking to provide the key personnel as per the same. Bids shall be rejected if the key personnel offered do not meet the specified requirement. 3.1.11.1 Bidder must submit detailed Bio-data of all 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 for data acquisition and processing. 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.	Yes No	
3.1.12	The vintage of equipment required are specified in Annexure-II. Bidder has to submit		

	the documentary evidence (in the form of copy of purchase order along with manufacturer's certificate clearly stating the year of manufacture) in support of the Vintage of the equipment which bidder proposes to deploy in the field for the execution of the contract. Bids shall be rejected if the equipment offered do not meet the specified requirement.	Yes No	
3.1.13	The bidder must be in possession of the equipment as mentioned in Annexure-II. In case bidder proposes to deploy brand new equipment, bidders need to submit along with un-priced bid, i.e. Technical bid, the original Memorandum of Understanding/Agreement of purchase of brand new equipment, concluded with the OEM/Supplier, specifically for this tender, clearly mentioning that the equipment meets the specification as specified in tender. The above MOU/Agreement must be valid through validity of the bid.	Yes No	
3.1.14	Mobilization: Company expect quick mobilization to commence the work at the earliest. The mobilization is required to be completed in all respect within 90 days from the date of LOA or Mobilisation notice from the company. Successful bidder must apply for necessary clearances to the different agencies of Government of India & Govt. of Rajasthan pertaining to Camp Establishment, Mobilization of Equipment & Manpower, and Permission to work in Area immediately after issue of Letter of Award (LOA) by Company.	Yes No	
3.1.15	Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.	Yes No	
3.1.16	All the MOU/Agreement should be legally valid i.e. it should be on a non-judicial stamp paper and notarised. In case of involvement of overseas partners/members, the MOU / Agreement should be notarised / endorsed by Indian Embassy.	Yes No	
3.2	FINANCIAL EVALUATION CRITERIA:		
3.2.1	Annual Financial Turnover of the Bidder during any of preceding three financial/ accounting years from the original bid closing date should be at least INR 25.84 crores.	Yes No	
3.2.2	" Net Worth " of the Bidder should be positive for the preceding financial/ accounting year.	Yes No	
3.2.3	Documentary evidence in the form of Audited Balance Sheet and Profit & Loss Account for the preceding 03 (three) financial/accounting years should be submitted along with the technical bid.		

3.2.4	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 so far'. Notes: (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: - i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number, Firm Registration Number and UDIN (Unique Document Identification Number)), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE - CA. OR ii) Audited Balance Sheet along with Profit & Loss account. b) 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.		
3.2.5	In case the Bidders a Consortium, then any one of the Consortium members individually shall have to meet the financial turn-over criteria as per Para 3.2.1 above. Other Consortium members individually shall have to meet the financial turn-over criteria of INR 12.92 Crores. However, if the consortium member is a processing company then processing company shall have to meet the financial turnover criteria of minimum INR 94.5 Lakh.	Yes No	
3.2.6	In case the Bidder is subsidiary company (should be a wholly owned subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits his bid based on the strength of his parent/ultimate parent/holding company, then following documents need to be submitted.	Yes No	

	i) Turnover of the parent/ultimate parent/holding company should be in line with para 3.2.1 above. ii) Net Worth of the parent/ultimate parent/holding company should be positive. iii) Corporate Guarantee on parent/ultimate parent/holding company's company letter head signed by an authorised official undertaking that they would financially support their wholly owned subsidiary company for executing the project/job in case the same is awarded to them (as per Attachment IV). iv) Document of subsidiary company towards wholly owned subsidiary of the parent/ultimate parent/holding company.		
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PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

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 Willful Misconduct:

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

- 10.2 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.

- 10.3 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.
- 10.4 The Performance Security shall be denominated in the currency of the contract.
- 10.5 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.
- 10.6 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.
- 10.7 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.8 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. 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:**

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 Bid Security or 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 Bima Yojana (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 willful 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 may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause 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, alongwith 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 unauthorized 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 Jodhpur and Principal Bench of Jodhpur High Court.

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, 1984
- 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 INR 25.00 Lakh	Not applicable	Not applicable
Above INR 25.00 Lakh Upto INR 25 Crore	Sole Arbitrator	OIL
Above INR 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 alongwith 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 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:

To 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:

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

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

48.3 During the tenure of the Contract, CONTRACTOR shall keep the site where the

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

- 48.4 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

Part – 3

SECTION – II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATION

1.0 Introduction:

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

2.0 Scope of Work:

2.1 This tender is sought pursuant to the work programme for OALP areas in Bikaner and Jodhpur districts, Rajasthan, India awarded by the Government of India to OIL. Oil India Limited (Company) as the operator intends to acquire 2D Seismic Data, using Vibroseis as source and process the same with state-of-the-art equipment, hardware and software. The work programme is for 1800 GLKM of 60 full fold 2D Seismic Vibroseis Data Acquisition & Processing (AP).

3.0 Location, Boundary Corner Points & Logistics of the Two (02) Blocks:

3.1 The co-ordinates of the OALP-V block RJ-ONHP-2019/2 and the block RJ-ONHP-2019/3 in Rajasthan, India area are given below:

Block A: RJ-ONHP-2019/2

Block Area: 1520.08 Sq. Kms

Pt.	Co-ordinates					
	Longitude			Latitude		
	Deg.	M	S.	D.	M.	Sec.
1	72	50	0	27	50	0
2	73	00	0	27	50	0
3	73	00	0	27	20	0
4	72	40	0	27	20	0
5	72	40	0	27	40	0
6	72	50	0	27	40	0

Block B: RJ-ONHP-2019/3

Block Area: 1819.48 Sq. Kms

Pt.	Co-ordinates					
	Longitude			Latitude		
	Deg.	M	S.	D.	M.	Sec.
1	72	20	0	28	00	0
2	72	50	0	28	00	0
3	72	50	0	27	40	0
4	72	20	0	27	40	0

3.2 The figures of the proposed blocks RJ-ONHP-2019/2 and RJ-ONHP-2019/3 are attached as Figure-1 and Figure-2. The tentative planned 2D seismic profiles are shown in the Figure-3.

3.3 Geological Setup

The Bikaner-Nagaur Basin located in the north western part of the peninsular Indian Shield. Structurally, the Bikaner-Nagaur Basin is bounded in the east by Delhi-Aravalli folding, in the SSW by the Pokra-Nachna High separating it from the Jaisalmer Basin, and in the northeast by the Delhi-Sargoda Ridge. The basin slopes to the north and northwest, and merges with the Indus Shelf. The Bikaner-Nagaur Basin has a stratigraphic succession of sediments of Cambrian, Permo-Triassic, Mesozoic, Tertiary, and Quaternary age. The Lower Cambrian comprises sediments of the Marwar Supergroup, divided into the Jodhpur Formation (comprising predominantly sandstone interbedded with bands of shale and limestone), the Bilara-Hanseran Evaporite Group (comprising limestone dolomite-evaporite with thin bands of clay-shale), and the Nagaur Formation (comprising argillaceous and arenaceous facies).

The structure of the block is characterized by faults with apparently normal displacements, with some evidence for strike-slip movement. Faulting appears to strike approximately NE-SW with some faults dipping to the NW and others to the SE. The Jodhpur Formation is main reservoir unit. The facies analysis indicates that the sediments have been deposited in fluvial to marginal marine environments. Trapping potential is provided by broad anticlines and by some 3-way dip closures against faults. The Hanseran Evaporite Group, deposited in a restricted marine, possibly supratidal environment, acts as an effective seal.

The Nagaur Formation comprises sandstone, anhydrites and mudstones deposited in open marine to partially restricted upper shoreface settings. The best reservoir potential for the Nagaur Formation is associated with sand intervals forming the upper part of coarsening-upward sequences of transgressive-regressive cycles. The lower part of the Upper Carbonate Formation comprises anhydrites and some tight dolomites which could seal Nagaur reservoirs. The distribution of these potential seals is unknown and so is one of the key risks for associated prospects.

The Upper Carbonate comprises open marine to partially restricted lagoon/inner shelf carbonates sediments. Within the Upper Carbonate Formation the best reservoir potential was found in the lower part of the interval.

3.4 Geological objectives of the survey:

It is proposed to acquire 2D seismic data covering area using state-of-art technologies with the following objectives:

- a) Delineation of hydrocarbon zones.
- b) Determine OIL bearing zones
- c) Identify new leads in the awarded area for future exploration
- d) Identify prospects and delineation of faults in deeper formation.

Survey design study has been carried out for a proposed 2D-survey in OALP block surface area in Rajasthan. Inputs used in the study are taken from available geo-scientific information derived from the seismic data and geologic model.

A1.0 SEISMIC DATA ACQUISITION:

A1.1 Contractor shall with their personnel and equipment carry out Vibroseis 2D Seismic Survey within the area tabulated above (**Para 3.1**) and as shown in the **Figure-1 and Figure-2**. This includes DGPS surveying, 2D Seismic recording, on-site field data processing, LVL & Up-hole survey and fixing of reference pillars in the specified areas. Contractor will ensure quality control of the total operation, including the work done by sub-contractors, if any.

A1.2 Contractor shall deploy state-of-the-art equipment and technology to perform the work and shall be fully responsible for execution of the work as specified in the Survey Operations plan that will be provided to, and approved by the Company prior to the commencement of survey operations.

A1.3 **In case of any additional requirement, Company may engage the successful bidder for the additional work with extension of contract period. The additional work will be carried out at a mutually agreed rates but not higher than the contract rate and terms and conditions of the contract.**

A1.4 **The approximate increase / decrease in quantum of 2D Seismic Data Acquisition and Processing in the area of the operations may be around $\pm 25\%$.**

A1.5 Contractor shall carry out on site field quality Control (QC) processing for the 2D Seismic Data acquired under the contract. Contractor must use state-of-the-art Hardware & Software systems, which will be capable of handling full-fledged 2D Field QC Processing, checking the 2D Geometry and generating 2D stacks.

A2.0 Objective of the Survey:

A2.1 The exploration objective of the 2D Survey is to identify and image structural and stratigraphic prospects for drilling.

A2.2 The deeper targets in the block lie in the range of **1000 m to 1500 m**.

A2.3 The existing data indicates structural dips up to 5-10 degrees.

A3.0 Reference Points:

A3.1 Contractor shall fix approximately **Two Hundred (200) Reference Points** in the area, at locations to be approved by Company, using the Differential Global Positioning System (DGPS) with L1 and L2 modes. Contractor must supply co-ordinates with sub-decimetres accuracy for these locations.

A3.2 Cement pillars and pipes with permanent engraved identification are required for the Reference Points.

A3.3 Contractor may be required to establish additional Benchmarks during the course of the survey if necessary at his own cost.

A3.4 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.

A4.0 Method of Work:

A4.1 Contractor shall carry out 2D seismic data acquisition employing state-of-the-art telemetry /Cable less system with real time data acquisition and quality control of noise etc. recording and vibrator systems.

A4.2 The data are to be recorded on IBM 3592 cartridge tapes in SEG-D or SEG-Y format.

A4.3 Contractor shall use the following field acquisition parameters for 2D seismic survey in both the blocks mentioned above (Para 3.1)

1	Fold (Nominal)	60
2	Group Interval	15 m
3	VP Interval	30 m
4	Spread	Symmetric Split spread
5	Source	Vibrators
6	No. of sweeps	To be determined from experimental trials
7	Sweep length	To be determined from experimental trials
8	Move up between Sweeps	To be determined from experimental trials. One record on tape at each surface sweep location
9	Number of Geophones per station	Natural frequency 10 hz or better. Detailed technical specification is mentioned in Annexure-II
10	Correlated record length	6 seconds
11	Sample Interval	2 ms.
12	Total No. of live channels per VP	240

A4.4 Contractor must deploy at least five vibrators (including one standby). During recording operation, contractor must deploy two fleets (Each fleet must have two vibrators) along the source points in flip flop arrangement. However, Contractor may deploy more number of vibrators in order to complete the work as mentioned in the Clause A5.0 of this section. At all the times during field survey, all five Vibrators must be in place in proper working condition.

A4.5 Vibrator lines must be bulldozed, wherever required.

A4.6 Data acquisition parameters as indicated above are the minimum requirement of Company. Company desires to have symmetric sampling of offsets in each CDP bin as far as possible. Contractor needs to perform detailed simulation/ modelling/ ray-tracing

for the block and submit their observations and suggestions to Company prior to the start of the survey.

A4.7 Contractor shall carry-out DGPS surveying only, with accuracy of at least 0.2 m. The survey accuracy is to be checked based on line diagram and digital data provided by the Contractor. This must be agreed and approved by Company prior to commencement of shooting of each seismic profile. Any re-survey work, if required, will be carried-out at Contractor's own cost.

A4.8 Contractor shall carry-out shallow refraction or LVL and up-hole surveys as per the instructions / grid provided by the company.

A4.9 Up-hole survey should be carried out up to a depth of 70 m ± 10%.

A4.10 Contractor must Process & Interpret LVL and Up-hole data and computes the field statics.

A4.11 Work in the area will only start when Company advises Contractor of the recording parameters in writing.

A5.0 Work Completion Period for Data Acquisition:

A5.1 Mobilization: Company expects quick mobilization to commence the work at the earliest. The mobilization is required to be completed in all respect within 90 days from the date of LOA or Mobilisation notice from the company. Obtaining clearance for Camp Establishment, Mobilization of Equipment & Manpower and permission to work in the area from different agencies of Government of India & Govt. of Rajasthan is the responsibility of the successful bidder. Contractor must apply for necessary clearances to the different agencies of Government of India & Govt. of Rajasthan pertaining to Camp Establishment, Mobilization of Equipment & Manpower, and Permission to work in Area immediately after intimation/receipt of Letter of Award (LOA) by Company.

Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized and also the equipment are fully tested & calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company. The time spent on the pre-acquisition experimental work is inclusive in the above mobilization period. However, the actual time spent on this pre-acquisition experimental work will be paid as per rate quoted against "Cost for Experimental Recording" i.e., Serial No. 2 of Price Bid Format (PROFORMA-B).

A5.2 The period for the completion of the job will be counted from the time when the first acceptable production record is taken and certified by the Company representative as acceptable.

A5.3 Data Acquisition of 1800 GLKM of 60 full fold Vibroseis 2D Seismic data must be completed in Nine (09) months from the date of completion of mobilization.

A.5.4 The period of Contract referred above are inclusive of national holidays, bad weather days, experimental work days (other than the pre-acquisition experimental

working days), camp shift days and production loss due to equipment failure or any other reasons under Contractor's control.

A5.5 Contractor shall put all efforts to complete data acquisition of 1800 GLKM of 60 full fold 2D Vibroseis Seismic data in Nine (09) months from the date of completion of mobilization. In the event of Contractor's failure to complete the Seismic Data Acquisition of contractual volume of 1800 GLKM within the time frame of Nine (09) months, the Contractor has to complete the remaining volume of jobs i.e. 2D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing with a penalty of 10% on the quoted rates for the remaining jobs. This penalty will be levied only on the remaining volume of jobs i.e. 2D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing after expiry of the stipulated time period of Nine (09) months. In case of military exercise in the block area time loss if any, duration of Nine (09) months will get extended accordingly.

A5.6 The additional quantum of work if arises as mentioned in Para A1.3 above, the same, shall be completed in extended period in proportionate to Nine (09) months for 1800 GLKM. of 60 full fold Vibroseis 2D Seismic data. In case, the Contractor fails to complete the extended volume of the job within the extended period, the Contractor has to complete the remaining volume of jobs i.e. 2D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing with a penalty of 10% on the quoted rates for the remaining jobs. This penalty will be levied only on the remaining volume of jobs i.e. 2D data acquisition, LVL, Up-hole survey and Reference Pillar Fixing carried out beyond such additional period.

Note: This penalty is over and above the LD clause of the tender.

A6.0 Personnel and Equipment:

Contractor shall deploy all personnel, equipment and facilities necessary for successful completion of the work and fulfilment of the Production Guarantee. The requirement of minimum personnel and minimum equipment is listed in ANNEXURE-I & ANNEXURE-II.

A7.0 Experimental Programme:

A7.1 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. Any time spent on this, however will be paid on a pro-rata basis as experimental recording per day rate.

A7.2 Contractor shall provide at their own cost expert data acquisition staff for consultation in India, during the experimental trials at the beginning of the work, and subsequently during the course of work as and when required.

A8.0 Data / Cartridge Liability:

Contractor shall be solely responsible for quality, loss or damage due to any reason including fire, theft etc. of any documents/cartridge and other important documents etc. pertaining to the contract while in their custody or control. In the event of such loss, Contractor shall be responsible to redress/re-record the loss entirely at their own cost. However, the decision on the modalities to re-record/redress such losses

shall be entirely at the discretion of Company. Contractor shall use original, high quality, high durability, error free recording 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.

A9.0 Deliverables and Schedule of Performance:

A9.1 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.

A9.2 Contractor shall submit a detailed report on the results of Experimental Trials and selection of the field parameters within 48 hours of the completion of the experimental work. Company will advise in writing the production recording parameters within 72 hours of the receipt of the report. Seismic production recording will not start until Company advises Contractor of the Production Parameters in writing.

A9.3 Contractor shall submit to Company a Weekly Report on quality control of the data and performance of the crew for the work conducted during the week. Contractor will carry out field QC processing of the data and include the results in this report. If Company Representative determines that the data have not been acquired within the specifications defined in the Contract then, Contractor will be required to record these data again. This Work will be entirely on Contractor's account.

A9.4 Contractor will provide necessary fold plot of the previous days recording to Company representative in a timely manner. The Company representative must approve all offsets to the planned recording in advance. The Production recording will only start after Company representative approves the previous day's results.

A9.5 Reports and Deliverables :

A9.5.1 Contractor shall submit the following reports as mentioned:

A9.5.1.1 Daily Report consisting of:

- Daily survey progress, cumulative progress in the blocks, % of total planned in the blocks.
- Daily field & **Instrument test** reports.
- Daily recording progress, cumulative progress in the blocks, % of total planned in the blocks.
- Regular similarity tests.
- Daily LVL/up-hole survey progress, cumulative progress in the blocks, % of total planned in the blocks.
- Daily quality control reports.
- Daily report on fixing of Benchmarks, cumulative progress in the blocks, % of total planned in the blocks.

- Reports on HSE issues.

A9.5.1.2 Weekly Report consisting of:

- Weekly and Cumulative progress of the survey in the blocks, % of total planned in the blocks of survey.
- Weekly and Cumulative progress of recording, cumulative progress in the blocks, % of total planned in the blocks.
- Weekly and Cumulative progress of LVL/Up-hole survey, cumulative progress in the blocks, % of total planned in the blocks.
- Quality Control including stacks generated – in A4 size.
Weekly and Cumulative report on fixing of Benchmarks, Cumulative progress in the blocks, % of total planned in the blocks.
Maps in A3 size, showing the weekly and cumulative progress of the following;
 - Map 1 - Survey
 - Map 2 - Recording
 - Map 3 - LVL & Up-hole Survey
 - Map 4 - Fixing of Benchmarks
- Summary of data transmitted to Company
- Summary of Health, Safety & Environment and Security related issues and their status and actions taken/to be 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

A9.5.1.3 Monthly Report consisting of:

- Monthly and Cumulative progress of survey in the blocks, % achieved of total planned in the blocks.
- Monthly and Cumulative progress of recording in the blocks, % achieved of total planned in the blocks.
- Monthly and Cumulative progress of LVL & Up-hole, % achieved of total planned
- Quality Control reports and seismologist report.
- Quality control including stacks generated – in A4 size.
- Summary of data transmitted to Company.
- Intersection information with survey and statics mismatch, if any.
- Monthly and Cumulative progress on fixing of Benchmarks, cumulative progress in the blocks, % of total planned in the blocks.
- Cumulative progress on fixing of Benchmarks against the contract, % of total planned against the Contract.
- Figures of Benchmarks established with co-ordinates and sketches with local cultural information.
- Maps in A3 size showing the monthly & cumulative progress of the following :
 - Map 1 - Survey
 - Map 2 - Recording
 - Map 3 - LVL & Up-hole Survey
 - Map 4 - Fixing of Benchmarks
- Summary of Health, Safety & Environment and Security issues, status, statistics and remedial actions taken.
- List of visitors.

- List of all personnel (Foreign & Indian), equipment available and working.
- 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.

A9.5.1.4 Final Operational Report: Contractor will submit three (3) hard copies and three (3) soft copies on CDs of final Operational report of **each blocks separately**. Contractor will submit a draft copy of the report within fifteen (15) days of completion of the data acquisition **in each 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

A9.5.1.5 Final Topographical Survey Report: Contractor will submit three (3) hard copies and three (3) soft copies on CDs of final Topographical Survey Report of **each block separately**. Contractor will submit a draft copy of the report within fifteen (15) days of completion of the data acquisition **in each 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 (1:50,000 scale).
- Conclusions and Recommendations.

A9.5.1.6 Final Acquisition Report: Contractor will submit three (3) hard copies and three (3) soft copies on CDs of final Acquisition report of **each block separately**. Contractor will submit a draft copy of the report within fifteen (15) days of completion of the data acquisition **in each 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 (every 50th Inline and 50th Cross line, Time Slice every 200ms of the total volume)
- Statistics viz. Offset Distribution, Azimuth Distribution
- Details of the delivery of the seismic & survey data (Tape List, CD list etc.)
- Base Map, Coverage Map, Full fold Coverage Map, Offset Distribution Map, LVL & Up-hole Location Map (A4 size)
- Base Map, Coverage Map, Foldage Maps LVL & Up-hole Location Map (1:50,000 Scale)
- Conclusions and Recommendations

A9.5.2 Contractor shall submit the Seismic & Survey data **of each block** as per the delivery schedule mentioned below:

Srl. No.	Item	Media (Copies)	Remarks
1	Raw Seismic Data of each line	3592 tape (3)	Within 10 days of completion of the line
2	SPS files, observer's reports with shot-receiver geometry, statics, skip-recovery, edits, recording parameter, up-hole and LVL profiles in a format acceptable to Company.	CDs (3)	Within 10 days of completion of the line.

3	Survey data in UKOOA, ASCII format, up-hole and refraction profiles, (in CDs).	CDs (3)	Within 10 days of completion of the line
4	Base maps showing Cumulative progress of Recording, Survey, Uphole & LVL, fold coverage map, Up-hole & LVL location Map (in 1:50,000 scale).	Paper (2)	Within 10 days of completion of the line
5	a) Seismic Data b) SPS files, observer's reports with shot-receiver geometry, statics, skip-recovery, edits, recording parameters, up-hole and LVL profiles in a format acceptable to Company. c) Survey data in UKOOA, ASCII format, d) Maps in PDF : Base maps, fold coverage map, up-hole & LVL location map, Reference pillar map e) Tape List	Portable USB Drive (1)	Within 10 days of completion of the line
6	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 (In 1:50,000, 1:100,000 & 1:250,000) - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map i) Reports - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey	CD or DVD (3)	Within 15 days of completion of each block/project.

	- Final Acquisition Report - Tape List		
7	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 (Scales : 1:50,000, 1:100,000 & 1:250,000) - Base Maps - Fold coverage map - Up-hole & LVL location Map - Reference pillar map j) Reports - Weekly reports - Monthly reports - Final Operational report - Final Topographical Survey Report - Final Acquisition Report - Tape List	Portable USB Drive (1)	Within 15 days of completion of each block
8	Maps-3 copies in each Scale (two copies on paper and one on film) Scales : 1:50,000, 1:100,000 & 1:250,000 - Base Map - Coverage map - Location map LVL & Up-hole - Reference pillar map Scales : 1:50,000, 1:100,000 & 1:250,000	Two on paper & one on film (3)	Within 15 days of completion of each block
9	a) Geometry Applied Seismic data of the entire blocks in std. SEG Y format	3592 Tape (3)	Within 15 days of completion of each block
10	a) Final Geometry Files in ASCII b) Final Trace kill table c) Final Velocity	CD or DVD (3)	Within 15 days of completion of each block

	d) Final Brute Stack 2D Volume in Std. SEG Y format		
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A10.0 Bad Records:

A10.1 The following production field records will be considered as Bad Records. Contractor shall re-record to replace such bad records without any extra cost to Company.

- Record with more than two percent noisy or dead traces or polarity reversal.
- Records containing more than two consecutive noisy or dead traces or polarity reversal
- Record with sync or parity errors
- Record with cross-feed or leakage outside manufacturer's specifications
- Record with missing sweeps

Traces that are noisy due to cultural sources of noise that Contractor has made his best efforts to make quiet will not be counted as bad.

A10.2 Contractor will carry out vibrator similarity tests minimum twice a day.

A10.3 Contractor will make all necessary arrangements for the noise free spread during 2D Seismic data Acquisition.

A11.0 Equipment Test and Calibration:

A11.1 A set of daily tests for recording equipment shall be recorded on tapes before the start of daily operation. Company Representative must be advised if there are any results that do not conform to manufacturer's specification.

A11.2 A set of Start-up and monthly tests specified by the manufacturer shall be conducted prior to the commencement of survey and at monthly intervals. These tests shall be evaluated and result of the same should be given to Company's representative within 24 hours of the test carried out.

A11.3 Equipment calibration of all systems is Contractor's responsibility. A complete calibration shall be carried out at the start of the survey and as and when required. Documentary evidence of the calibrations shall be made available to Company representative.

A11.4 Geophone and vibrator polarity checks and geophone response shall be carried out regularly to the satisfaction of Company representative.

A11.5 Contractor shall arrange all the monitoring and calibration equipment required to check the performance of seismic recording unit and all other accessories including cables and geophones on a regular basis.

A12.0 Quality of Work:

A12.1 Contractor shall carry out the work in a professional manner and warrant that the field and ancillary data produced shall conform to the required specifications defined in the Contract. Should field and ancillary data not conform to the contract specifications, Contractor will undertake to re-perform that part of the services at their own expense. Company's standard for the performance shall be the one accepted by the international standard of the Geophysical Industry.

A12.2 Company reserves the right, before commencement of data acquisition/processing, to inspect and approve the equipment after it is completely assembled and ready for work.

A12.3 Company reserves the right to inspect the equipment at any time during the work. Any equipment found defective shall be replaced within the shortest possible time but not later than six weeks without disruption to the work. No extension will be granted to the contract on these grounds. Any equipment found defective or unserviceable more than two times during the tenure of the contract will be replaced by Contractor forthwith at their own cost. The time for replacement shall not be more than four weeks from the date the equipment is found defective/unserviceable second time during the period of the contract. No payment will be made if operations have to be suspended on account on non-availability of equipment.

A13.0 Obligation of Contractor:

A13.1 Contractor at their cost shall arrange the import clearance of all equipment, spare parts, consumable etc. from customs and port authorities in India. Customs duties, if any, shall be borne by Contractor. Company shall provide all reasonable assistance viz. Any demurrage in this process will be at Contractor's cost. Contractor's request for any documentary assistance from Company shall be made well in time. For this purpose, Contractor should submit the duly authenticated import invoice highlighting the items with CIF value required to be imported in connection with survey work.

A13.2 Contractor shall arrange for inland transportation of all equipment etc. from the port to the place of work and back at the end of the work at their own expense.

A13.3 Contractor shall arrange at their own cost all consumables and spares including papers, photographic materials, magnetic tapes/cartridges, and other consumables and spares needed for the work and shall carry sufficient stocks of these for uninterrupted operation.

A13.4 Contractor shall use cartridge tapes tested for zero error.

A13.5 Field data cartridges for the experimental data will be provided to Company at no extra cost.

A13.6 Contractor shall arrange both lodging and boarding facilities for **three (3)** Company Representatives at no extra cost during data acquisition phase. The camp facilities to Company's representatives shall be at par with senior expatriate staff.

A13.7 Contractor, at their own cost, shall arrange two (2) numbers of 4 x 4 wheel drive air-conditioned vehicles in good condition exclusively for use of Company representatives in the field. **Contractor will also provide a separate vehicle for OIL's crew**

change, liaison jobs etc. 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 operational area.

A13.8 During data acquisition, Contractor shall ensure minimum eight (8) working hours work on each working day excluding travel time. Two days in a calendar month are allowed for maintenance of equipment, if desired, by Contractor, but no payment will be due for the same and this cannot be carried forward to next months.

A13.9 Contractor shall keep their equipment and accessories used in seismic data acquisition on good working order and shall begin the survey with adequate supply of spares for the equipment.

A13.10 Contractor shall arrange drinking water and its transportation to the camp site/field at their own cost.

A13.11 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.

A13.12 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 A14.0 of this Section.

A13.13 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.

A13.14 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.

A13.15 Contractor will inform Company fifteen days in advance regarding the crew change during the execution of this contract.

A13.16 Contractors key technical personnel and expatriate must be proficient enough to communicate in English.

A13.17 Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any personnel (at Contractor's cost) with 24 hours' notice.

A13.18 All claims, if any, for the loss or damage to standing crops, land/property etc. resulting directly from operations under the contract will be borne and paid by Contractor.

A13.19 The main recording equipment should be housed in a properly insulated, air-conditioned cabin, mounted on a truck. The truck should be capable of moving in sand dune areas.

A13.20 Security of fly/base camp, field seismic operations etc. will be the responsibility of the Contractor.

A13.21 Contractor should ensure proper coupling of the vibrator plates with ground during vibrations. Any material required for obtaining proper coupling will be borne by the Contractor. Contractor must ensure that all geophones planted at least 0.5 ft below ground in each line.

A13.22 Contractor shall keep their equipment in good working condition and shall begin the survey with adequate supply of spares for the equipment.

A13.23 Contractor shall make necessary arrangement for supply of electricity, high speed internet and medical facility etc. at camp/site at their own cost including for OIL representatives.

A13.24 Contractor shall keep all the recorded data in an air-conditioned room free from dust and hand over to Company approximately on fortnightly basis at Project office.

A13.25 Contractor shall provide necessary safety cloth, appliance etc. to all seismic field personnel engaged in above field operations including OIL's representatives and shall follow statutory norms applicable for such operation under labour laws in India.

A13.26 For recruitment of un-skilled labours, Contractor should ensure preference to local personnel from operational area. Contractor must ensure the rules/guidelines of the State Govt. of Rajasthan and Central Govt. of India for the labour recruitment are strictly followed.

A13.27 Contractor shall remove any undesirable work person deployed by them as and when asked by Company representative and shall provide replacement within 24 hours at their own cost.

A13.28 The field time schedule for day-to-day operation will be mutually decided by Contractor and Company.

A13.29 Contractor shall ensure noise free spread as far as possible during the actual recording period.

A13.30 Contractor's 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. Contractor's representative shall also be available at base camp as and when needed.

A.13.31 The wooden pegs with ground marking should be available at the measured VP points and geophone/ground stations at the time of shooting along the particular seismic line. The minimum height of the wooden pegs must be four (4) feet above ground level.

A13.32 Contractor shall 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 Contractor's personnel will also be on Contractor's account. Any production/time losses on account of compensation related issues will be the sole responsibility of the Contractor. After completion of 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.

A13.33 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.

A13.34 The Bidder should arrange for re-export of equipment within 60 days of Notice of demobilization issued by the Company/ completion of Work.

A13.35 Bidder should provide the list of items to be imported in the specified format. **Customs duty may not be applicable in this instant as the blocks are part of PEL (Petroleum Exploration License) area.** However, the Bidder has to submit the value of the items as specified (the hardware and software should be shown separately) in Proforma –A to the Company. Customs duty on any items in addition to above will have to be borne by the Bidder. However, the Bidder will submit the undisputed and clear necessary documents/duty assessment papers to Company for any such additional items imported under this tender.

A14.0 Obligations of Company:

A14.1 Company shall be responsible for obtaining and administering the Petroleum Exploration Licenses (PEL). Administrative help will be provided by Company for radio frequency clearance and any entry permits for all expatriates required for the work. Contractor shall provide the required details of the expatriates for their permits well in advance.

A14.2 Contractor shall, however, arrange clearance of all items from customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/ charges, port fees, clearing and forwarding agent fees/charges, inland transport charges, etc. Company shall provide all reasonable assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

A14.3 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. Contractor will give Company fifteen (15) days advance notice and provide all related documents and invoices for providing recommendatory letters for Essentiality Certificates (EC) from the Directorate General of Hydrocarbons, Noida, (U.P). Any financial consequence due to delay in obtaining clearances will be to Contractor's account.

A14.4 Company shall organize all possible help from local governments and Administrations for Contractor's personnel and equipment in case of natural disaster, civil disturbances and epidemics.

B.1.0 SEISMIC DATA PROCESSING:

B1.1 Scope of Work:

The Contractor shall carry out processing of **1800 GLKM of 60** full fold Vibroseis 2D Seismic data acquired under this Contract. The Contractor must use state-of-the-art computer system with internationally used software which will be capable of carrying out 2D stack and time migration.

B1.2 Company reserves the option to increase/decrease the volume for 2D Seismic Data Processing up to **$\pm 25\%$** of the tender quantity of **1800 GLKM**. In case of any increase/decrease in quantum, it will be obligatory on the part of the Contractor to carry out the job at the same rate, terms & conditions of the contract.

B1.3 The objective of seismic data processing is to provide adequate outputs for structural and stratigraphic interpretation, reservoir delineation/characterization etc.

B1.4 The 2D seismic data shall be processed to bring out the structure, faults, stratigraphy, lithology and internal variations at both deeper and shallower levels. The area is covered by sand dunes of variable heights (at times >30 meters), so is the variation in weathering layer velocity and thicknesses and sub-weathering velocity as well, so application of proper statics/residual statics is a must for proper delineation of prospects. In addition, there are expected to be several near-Surface velocity anomalies (due to lithological variations and Limestone quality).

So, proper velocity analysis to get a suitable velocity for stack and migration is the key to improve S/N Ratio. Resolution of variable thickness limestone/sandstone pay zones is a key problem in terms of their identification and definition. The log data of key wells if available would be provided for synthetic seismogram generation (minimum 3 wells). The following tentative processing sequence will be determined after completion of test processing in consultation with Company representatives. It is also envisaged that the data will be processed for preserved/true amplitudes.

- | | |
|------|--|
| I | Reformat to internal format |
| II | Geometry preparation and QC. |
| III | Trace editing |
| IV | Navigation QC |
| V | Geometry Preparation and Seismic/Navigation data Merge |
| VI | Computation of Refraction statics by various methods. Compare refraction statics solutions with Elevation & Field statics and application of the one producing best results. |
| VII | Amplitude Recovery analysis and Application. |
| VIII | Near-surface heterogeneity corrections through full determination including source, receiver and residual structure terms. |
| IX | Noise filtering on shot records, |
| X | Low cut filtering: 5 Hz., 18 dB/Oct, |
| XI | Trace editing, |

XII	Filtering for data balancing of the acquisition instrument spectrum,
XIII	Discard noise traces
XIV	Reverse polarity correction, if any
XV	Minimum phase conversion
XVI	CMP binning
XVII	Despiking
XVIII	2D pre-stack coherent noise suppression
XIX	Surface consistent De-convolution
XX	1 st pass velocity analysis (every 1000 meter)
XXI	Residual statics computation and application
XXII	2 nd pass velocity analysis (every 500 meter)
XXIII	Residual Statics computation and application, 3 rd pass velocity analysis.
XXIV	Q-compensation
XXV	Initial Kirchhoff PSTM (generation of initial migrated gathers and stack)
XXVI	Migration velocity analysis on migrated gathers (every 250 m)
XXVII	Final Kirchhoff PSTM with migration velocity
XXVIII	Acquisition footprint removal, Residual Noise attenuation, Multiple attenuation
XXIX	Residual move out analysis and application
XXX	High density automatic velocity analysis
XXXI	Final PSTM stack
XXXII	Zero phasing of PSTM gathers and preparation of zero phase stack.
XXXIII	Preparation of angle stacks (Near, Mid & Far) should be compliant for Reservoir Geophysical studies.

B1.5 The above mentioned processing sequence is just illustrative and the successful bidder will have to work out the best applicable sequence by carrying out test processing to decide the final processing sequence. The bidders have to propose their choice of Processing sequence and spell out the various test processing jobs to be carried out to bring out the final processing sequence, keeping in view of the objectives & problems specified above.

B1.6 Company representatives will be associated with the processing at all stage and Contractor shall ensure simultaneous transfer of relevant technical knowledge and skill.

B1.7 In case of any additional requirement, Company may engage the successful bidder for the additional work. The additional work will be carried out at a mutually agreed rates but not higher than the agreed contract rates and terms and conditions of the contract.

B2.0 Start & Completion of Processing Work:

B2.1 The Contractor is required to start the processing of the seismic data within 07 days of completion of seismic data acquisition in **each block**. Contractor shall collect and transfer seismic and other relevant data to its Seismic Data Processing Centre at their own cost from OIL's office at Jodhpur. The processing job should start immediately on arrival of the data set in their processing Centre. **The processing of 1800 GLKM seismic data should be completed within four (4) months from the date of completion of seismic data acquisition of 1800 GLKM.**

B2.2 Time is essence of this project. Hence, in order to expedite the processing work, Contractor shall initiate preliminary processing jobs prior to completion of Data Acquisition. However, this will be limited to data loading, Geometry update, QC, update of Navigation data, editing of the acquired seismic data, initial velocity picking etc. of the lines on which data acquisition completed.

B2.3 In the event of Contractor's default in completing the data processing jobs within the time frame (4 months) as mentioned in the contract, liquidated damages will be levied as per general conditions of the contract.

B2.4 The additional quantum of processing work mentioned in Para B1.7 above shall be completed in the extended period of the contract in proportionate to 1800 GLKM of 60 full fold Vibroseis 2D seismic data and same terms and conditions mentioned above.

B3.0 Personnel and Equipment:

B3.1 The processing work needs to be supervised by an experienced processing Manager. He/she must have in-depth knowledge and at least 10 years work experience of land 2D data processing.

B3.2 The Contractor, at their own expense, may provide expert R&D staff for consultation at the processing centre during parameters selection for processing at the beginning of the work, and subsequently during the course of work as and when required.

B3.3 The Contractor shall carry out detailed tests of the processing parameters so that optimum sequence/parameters can be achieved. The tests need to be carried out as per industry standards. It is envisaged that such test processing will be done on about five (5) percent of total data. The final processing sequence/parameter will be applied to entire data volume after the approval/clearance from the Company representatives.

B3.4 The Bidder shall provide a list of the hardware and software, along with the vintages/ version that they shall deploy for the entire processing job. Also, the place/processing centre where the entire processing job will be carried out must be confirmed in the Technical Bid.

B4.0 Deliverables and Schedule of Performance:

B4.1 During the course of 2D processing, the Contractor shall carry out detailed tests of all the processing parameters so as to achieve optimum processing sequence. The results of tests need to be certified by Company representatives in the processing centre of the Contractor. The next step of the processing work will start after the test results are finalized.

B4.2 The Contractor shall provide weekly/fortnightly reports on the progress of 2D data processing. The report shall include, amongst others, the steps of processing and percentage of processing accomplished till date.

B4.3 The Contractor will submit six (6) hard copies and six (6) soft copies in CD/DVD of the final report of seismic data processing of each block within fifteen (15) days after completion of processing. The Report shall include amongst others, the details of the

test of all the processing parameters with figures, persons involved in processing, CDP map in 1:50000, 1:100000 and 1:250000 scale, list of deliverables submitted, final processing flow with parameters etc. Apart from above, the Contractor will submit the following:

Sr. No.	Item	Format	Media (Copies)
(A) SOFT COPIES : FOR PRE STACK TIME MIGRATION OF EACH BLOCK			
1	Raw Data with geometry with navigation information stamped onto SEG-Y header	SEG-Y	IBM 3592 (3 copies)
2	Near Surface Velocity Model & relevant maps (to map scale)	SEG-Y	IBM 3592 (3 copies)
3	Pre-migrated CMP gathers with Navigation information, noise suppression, statics solution, gain recovery etc. Applied before and after Q compensation (if applied)	SEG-Y	DVD (2 copies)
4	Final Pre-migrated CMP gathers (input to PSTM processing flow)	SEG-Y	DVD (2 copies)
5	Final Pre-migrated stacks section	SEG-Y	IBM 3592 (2 copies)
6	Raw Pre-Stack Time migrated Stack	SEG-Y	IBM 3592 (2 copies)
7	Final Pre-Stack Time migrated Gathers (No mute, with & without NMO) on floating datum	SEG-Y	IBM 3592 (2 copies)
8	Final Pre-Stack Time migrated Gathers (No mute, with & without NMO) on final datum	SEG-Y	IBM 3592 (2 copies)
9	Final Pre-Stack time migrated stack with and without scaling	ASCII	CD/DVD (2 copies)
10	Final Pre-Stack time migrated stacks (Near, Mid and Far "offset/ angle" sub stacks (after final noise attenuation without TVF and Gain)	SEG-Y	Portable USB Disk
11	Final Migration velocity fields used for PSTM (with & without smoothing)	SEG-Y	Portable USB Disk
12	Final Stacking velocity fields (after High density Velocity picking)	SEG-Y	Portable USB Disk
13	The zero phased Pre-stack Time Migrated Gathers (with & without NMO) & stack section with and without scaling	SEG-Y	IBM 3592 (2 copies)
(A) SOFT COPIES : Two (2) sets of all deliverables of each block with appropriate information to be provided in each of the following mentioned media: i) DVD and ii) Portable Hard Disc having RAID 1 Configuration			
1	Final SPS file used for geometry assignment with all requisite information	ASCII	

2	Trace editing tables and first break pick files (if refraction statics applied)	ASCII
3	Final mute file	ASCII
4	Final migration velocity field used for PSTM (with and without smoothing)	ASCII
5	Final stacking velocity field (after High density velocity picking)	ASCII
6	SEG-Y wire frames for all the deliverables as applicable for data loading in industry standard software packages	ASCII
7	Basemap- final source receiver position & CMP location to map scale 1:25,000 & 1: 50,000	CGM & PDF

B5.0 Quality of Work:

B5.1 Contractor shall carry out the services of 2D data processing in a fully professional manner and warrant that the information produced shall be of a quality acceptable to the Company. Should the information produced be of a quality not acceptable to the Company, the Contractor will undertake to re-perform that part of the services at their own expense. Company's standard for the performance shall be as per by the IAGC standard.

B5.2 Company serves the right, before commencement of data processing, to inspect and approve the hardware and software of processing centre.

B.53 Company reserves the right to examine status report of the processing system before commencement of work. The work will start only when the Company representatives are satisfied with the same.

B5.4 The Contractor shall use latest versions of all software packages during the execution of the contract for processing work.

B5.5 The Contractor shall furnish the list with Bio-Data of key personnel proposed to be deployed prior to the commencement of work. The bio-Data shall include the name, nationality, qualification, experience of the personnel.

B5.6 The Contractor's key technical personnel and expatriate must be proficient enough to communicate in English.

B5.7 The Contractor's personnel must be sound enough to provide the above services in international standard, failing which Company reserves the right to ask for removal of any personnel (at Contractor's cost) with 24 hours' notice.

B5.8 Company will depute geophysicist during data processing phase. The Contractor must provide adequate working space for the Company representatives deputed during processing. Contractor must also provide access to fax, telephone and internet facilities to Company representatives at their office.

END OF SECTION –II, PART - 3

Part – 3

SECTION - III

SPECIAL CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

Company's Geoscientists will be associated with the work throughout the data acquisition phase. The Contractor shall execute the work of seismic data acquisition, with professional competence and in an efficient workman like manner and provide Company with the standard of work, customarily provided by reputed Geophysical and Geological Contractors to major international Oil Companies in the Petroleum Industry. Company will also depute its representatives to Contractor's Data Processing Centre during Data Processing Phase.

2.0 CONTRACTOR'S PERSONNEL:

Contractor warrants that it shall deploy competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe all applicable safety requirements. Upon Company's written request, Contractor at its own expense shall remove immediately from his/her assignment any personnel determined by Company to be unsuitable and shall promptly replace such personnel with personnel suitable to Company.

IMPORTANT NOTES FOR DATA ACQUISITION PHASE :

- i) Obtaining necessary statutory clearances from Govt. Of India & Govt. Of Rajasthan or any other clearances as may be applicable for the foreign nationals deployed in their workforce will be the sole responsibility of the bidder. However, company will help to the extent possible in providing any documents/certificates required in this regard.
- ii) Movement of personnel will be restricted to the laid down routes, camp sites and routine. Under no circumstances, shall the civilians be permitted near army installations/defence works.
- iii) Army troops deployed in the area will have the authority to check the photo identity cards, which will be provided to all Contractors' personnel by the Contractor after requisite Police verification.

3.0 PROVISION OF PERSONNEL AND FACILITIES:

- 3.1 Contractor's all personnel must have requisite experience in respective fields and should be fluent in English language. On Company's request, Contractor shall remove and replace at his own expenses, any of his personnel whose presence is considered undesirable in the opinion of the Company.
- 3.2 The Contractor shall be responsible for and shall provide/make arrangements for all requirements of their own personnel as well as for their sub-Contractor's, if any, including but not limited to their insurance, housing, medical services, transportation (both air and land), salaries and all amenities, all emigration requirement, taxes if any payable in India or outside at no extra charge to the Company.

4.0 PATENT INFRINGEMENT:

- 4.1 Contractor shall defend and hold Company harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against Company and/or use

of any patented processes, compositions, machines or articles of manufacture. Company shall at all times have the right to be represented by its own counsel and participate in the defense of any action in which Company is a party defendant.

- 4.2 Company shall defend and hold Contractor harmless against any and all claims, actions and liabilities for violation of any patent or patents brought against Contractor and/or Company by any third party as a result of Company's use of any patented processes, composition, machines or articles of manufacture. Contractor shall at all times have the right to be represented by its own counsel and to participate in the defense of any action in which Contractor is a party defendant.

5.0 MISCELLANEOUS PROVISIONS:

- 5.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 5.2 Contractor shall conform in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of 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, regulations or bye-law.
- 5.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed, reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckages, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind, and leave the whole of the site in a clean condition to the satisfaction of Company.
- 5.4 Key personnel of Contractor performing the work under this contract cannot be changed as far as practicable during the tenure of the contract except due to sickness/death/resignation of the personnel, in which case the replaced person should have equal experience and qualifications which will again subject to approval by Company.
- 5.5 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, shall be deemed to be the absolute property of Company. Contractor shall take reasonable precautions to prevent its personnel or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint Company of such discovery and carry out, at the expense of Company, Company's orders as to the disposal of the same.

6.0 EMPLOYMENT OF OFFICIAL OF THE COMPANY:

Firms/Contractors who have or had business relations with the Company are advised not to employ serving employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/Contractors who fail to comply with the advice.

7.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorised agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

8.0 POLLUTION OR CONTAMINATION:

Company agrees that Contractor shall not be responsible for and Company shall indemnify and hold Contractor its agents, servants, officers and employees harmless from any liability, loss, cost or expense for loss or damage from pollution or contamination arising out of or resulting from any of Contractor's services/operations unless such pollution or contamination is caused by Contractor's wilful misconduct or gross negligence.

9.0 INGRESS AND EGRESS AT LOCATION:

- 9.1 Company shall provide Contractor, if required, requisite recommendatory letter/certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for obtaining permits or licenses for the movement of Contractor's personnel/equipment. Should such permits/licenses be delayed because of objections of concerned authorities in respect of specific Contractor's person (s), such person (s) should be promptly removed from the list by the Contractor and replaced by acceptable person (s).
- 9.2 Company shall assist the Contractor to the extent permissible in obtaining any visas, residence of work permits, tax exemptions etc. to enable non-Indian personnel required by the Contractor to work in India in providing the services as per the contract.
- 9.3 Company shall assist the Contractor to the extent permissible for import of equipment, materials, consumables etc., and to avail prevailing customs duty concessions as applicable from time to time.
- 9.4 Customs duty, port clearance both for imports and re-export of the equipment/tools, its accessories and spares/consumables including payment of duties/charges will be sole responsibility of the Contractor and will be to Contractor's account.
- 9.5 Customs duties or other duties or imports or any charges or duties on personal effects of Contractor's and their sub-Contractor's employees will be at Contractor's cost.
- 9.6 Wherever import of equipment/tools etc. on re-export basis is resorted to, the Contractor will ensure that all items (except consumables which get consumed during operation under this contract) are re-exported out of India and taken appropriate action to ensure that re-export bond executed by the Company is redeemed within the shortest possible time. The payment against demobilization charges and the last monthly invoice will be released by the Company only after completion of above.

10.0 SAFETY:

- 10.1 Contractor shall observe safety regulations in accordance with acceptable Geophysical Industry practice. Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing accident, fire, explosion.
- 10.2 The Contractor shall report to Company any evidence if identified which may indicate or likely to lead to an abnormal or dangerous situation at the earliest opportunity and immediately take the first emergency control steps within Contractor's scope at operational site.

11.0 RIGHTS AND PRIVILEGES OF COMPANY:

- 11.1 Company shall be entitled to check the Vibrators, Seismic Recording Equipment, seismic surveying units and other Contractor's items before the commencement field survey. Contractor should provide proof of date of purchase of equipment, item-wise, at the time of inspection. If they are not found in good order or do not meet specifications as per contractual stipulations or in case of non-availability of some of the Contractor's items listed in the agreement, the commencement date shall then be the date when Contractor remedies such default/shortcomings. The Company also reserves the right to inspect the equipment at any time during the operation at field. Any loss caused on account of replacement of short and defective equipment shall be owned by the Contractor. Any equipment found defective and unserviceable during the tenure of the contract shall be replaced by the Contractor forthwith and all costs including customs duties, transport, freight and other taxes, levies and expenses for such replacement shall be borne by the Contractor.
- 11.2 The Company shall also be entitled:
- (i) To check, at all times, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.
 - (ii) To approve the choice of sub-Contractors for any essential third party contract, concerning materials, equipment, personnel and services rendered by the Contractor. Such contract may be entered into by Contractor only after Company's approval.
 - (iii) To order suspension of operations while and whenever:
 - a) Contractor's personnel is deemed by Company to be not satisfactory; or
 - b) Contractor's works quality is deemed by Company to be not satisfactory; or
 - c) Contractor's equipment does not conform to regulations or to the specifications; or
 - d) Contractor's insurance in connection with operations hereunder is found by Company not to satisfy the requirement set forth in the contract; or
 - e) Contractor's equipment turns into a danger to personnel on or around the equipment.

END OF SECTION – III, Part - 3

Part - 3

SECTION-IV

SCHEDULE OF SERVICES/SCHEDULE OF RATES

- 1.0 The Bidders must quote the rates in their price bids as per the attached Price-Bid Format (Proforma – B). The payment shall be made for the actual work done. All Day Rate Charges shall be pro-rated to nearest hour.

(A) SCHEDULE OF SERVICES:

Bidders must quote their rates strictly as per format provided in **PROFORMA-B** considering the following stipulations.

1.0 2D VIBROSEIS SEISMIC DATA ACQUISITION :

1.1 LUMP SUM MOBILISATION CHARGES (MOB) for both blocks:

- i) All-inclusive Mobilization Charges **for both blocks** shall be quoted on lump sum basis for mobilizing the entire personnel, equipment and consumables required for the survey up to the site and shall become payable when Company confirm in writing that mobilization has been completed.
- ii) Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and field crew are mobilized to the site and also the equipment are fully tested and calibrated and necessary pre-acquisition experimental work conducted as specified in scope of work and first regular production record is taken and accepted by the Company.
- iii) Mobilization charges should cover all local and foreign costs of the Contractor to mobilize the equipment to the designated site and should include all duties and other local and foreign taxes, port fees, customs clearance, inland transport to the designated site and insurance coverage etc.
- iv) Bidder is required to furnish details in relation to all equipment, spares, consumables and any other material to be brought by the Bidder for job execution in the field. The list of items should be comprehensive and should include all the materials required for completion of work
- v) The mobilization charges should not exceed **10%** of the estimated contract value, which the bidder should note while quoting the mobilization charges.

1.2 DAY RATES FOR EXPERIMENTAL RECORDING (EXP):

Experimental work rate of 2D Seismic Data Acquisition will be on per day basis (10 hrs. per day actual working in field excluding travel time). In case, 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.

1.3 STAND-BY DAY RATE (SBR):

The above Stand-by Charges of equipment with crew shall be on per day of 24 hours and payable :

- i) If production shooting or experimental work is halted on any day due to lack of Company's instruction or decision for operations, security reasons and other reasons considered appropriate by the Company.
- ii) The Stand-by charge of equipment with crew will be all inclusive and will be paid on pro-rata basis for the actual number of production hours lost as certified by Company representative.
- iii) The above stand-by charge of equipment with crew shall be applicable after the start of production shooting only.

1.4 **FORCE-MAJURE DAY RATE (FM) :**

The above force majeure rate will be on per day of 24 hours and to be paid under force majeure conditions only on pro-rata basis for the actual hours lost as certified by Company's representative.

1.5 **OPERATING RATE (OR):**

Charges per GLKM for Acquisition of 60 full fold 2D Vibroseis Seismic Data.

Srl. No.	Sweeps Per VP	Sweep Length (Seconds)	Code	Price per GLKM of 60 full-fold 2D Vibroseis Seismic Data Acquisition
1	2	10	Aa1	
2	2	12	Aa2	
3	2	14	Aa3	
4	2	16	Aa4	
5	2	20	Aa5	
6	2	22	Aa6	
7	3	10	Aa7	
8	3	12	Aa8	
9	3	14	Aa9	
10	3	16	Aa10	
11	3	20	Aa11	
12	3	22	Aa12	
13	4	10	Aa13	
14	4	12	Aa14	
15	4	14	Aa15	
16	4	16	Aa16	
17	4	20	Aa17	
18	4	22	Aa18	

- 1.5.1 The Bidders must quote the rates **per GLKM of 60 full-fold 2D Vibroseis Seismic Data** for a minimum of five (5) Vibrators as per above Matrix. Maximum rate quoted in the

table will be considered for Bid evaluation purpose as shown in Price Bid Format (PROFORMA-B). However, payment will be made on the basis of rate for actual parameters adopted in the field after pre-acquisition experimental work.

Note : Unit Price for Acquiring 60 full-fold 2D Vibroseis Seismic Data will be average of the cost as quoted in the above table against item No. 2.5 of this Section. However, payment will be made as per the parameters decided in the field after experimental work and the rates quoted against final source parameter in the above table.

The operating charges (per Sq. Km) include all the charges for:

- * Recording the 2-D data
- * Use of Equipment/accessories including spares and accessories,
- * Cost of fuel, lube oil, etc.
- * Charges for **crop compensation, land compensation, property damage etc.**
- * Any other compensation in the field,
- * Maintenance, Repairing and Preventive maintenance cost,
- * Establishment of Reference Points and Permanent Markers,
- * Movement of on/off crews,
- * Consumables,
- * Transport to and from the field,
- * On-site QC Data Processing (minimum upto Brute stack),
- * Messing,
- * Maintenance and repair of support infrastructure,
- * Shifting of camp,
- * Medical service for personnel,
- * Hire of any support infrastructure,
- * Pegs and road crossing,
- * Cost of material to obtain proper coupling of vibrators,
- * Any operational requirements not specified herein,
- * Income tax, other local taxes and fees,
- * Compensation for loss/damage to crop, land, property and any other compensation in the field (The Block in which the intended Survey is to be carried out fall within the great Thar Desert having very thin and scattered human habitation. Therefore, vegetation/standing crops will be very minimal compared to other part of the country. However, during the course of 2D Vibroseis Seismic Survey, if there is any loss or

damage to the standing crops, land and/or property of any nature, resulting directly from the Vibroseis seismic survey in the field under the contract, the Contractor will have to settle all such claims towards the losses/damages compensation to the affected parties). Any production/time losses on account of compensation related issued will be the sole responsibility of the Contractor.

1.6 RATES FOR LVL RECORDING (LVL) :

Charges for LVL survey to be quoted on **per location** basis including the cost of processing and interpretation of LVL data.

1.7 RATES FOR UPHOLE RECORDING (UH)

Charges for Up-hole survey to be quoted on **per location** basis considering Up-hole drilling and recording to a depth of **70 m ± 10%**. The rate to be quoted on all-inclusive basis, including the cost of processing and interpretation of Up-hole data.

1.8 CHARGES FOR FIXING OF REFERENCE POINTS (FRP) :

Charges for Reference Points fixing by DGPS to be quoted on Per point basis, which must include all costs associated with the service including supply of pillars etc.

2.0 2D SEISMIC DATA PROCESSING :

2.1 CHARGES FOR PROCESSING OF 2D VIBROSEIS SEISMIC DATA :(PR)

Charges for Processing i.e. Processing of 60 fullfold 2D Vibroseis Seismic Data per GLKM. basis (as per the Processing Sequence as mentioned in Section-II, Clause B1.4)

3.0 DEMOBILIZATION CHARGES (DMOB) for both blocks:

- 3.1** The Demobilization Charge **for both blocks** shall be quoted on all-inclusive lump sum basis for the expenditure to be incurred by the Contractor towards taking back/removal of all their resources including personnel and materials after completion of contractual commitments under the contract from site where survey concludes. Demobilization charges should not be less than **5%** of the total quoted value in the price bid format.
- 1.2** The Company shall pay Contractor one time demobilization charges, if quoted any, only in the instance of natural conclusion of the Contract after completion of the terms/survey or upon termination of Contract before expiry under Force Majeure situation, subject to following conditions:
- 1.3** The Contractor shall demobilise all its equipment, spares and consumable within 60 days of effective date of demobilization in respective area and complete re-export formalities, if applicable any.
- 1.4** The Contractor shall leave all camp sites and establishment in the operational area free of debris and restore to original condition.
- 1.5** 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) 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.

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

3.6 The demobilisation charges will only be paid after all the project deliverables including Acquisition and Processing outputs has been submitted to Company and duly certified by Company representative.

4.0 **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

END OF SECTION – IV, Part - 3

LIST OF KEY PERSONNEL TO BE OFFERED BY THE BIDDER**Professional Staff for Seismic Data Acquisition at all times during the period of Vibroseis 2D Seismic Survey:**

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

Professional Staff at all times during the period of Seismic Data Processing:

Sr. No.	Position	Minimum Work Experience	No. of Personnel
1	Processing Manager	10 years in land 2D Seismic Data Processing.	One (1)
2	Processing Geophysicist	5 years in land 2D Seismic Data Processing.	One (1)

Note : i. 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 for data acquisition and processing. 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.

ii. The above list indicates the minimum requirement of Key Personnel and their experience. The Contractor may deploy other personnel e.g. observers, surveyors, technicians, Vibrator Mechanics 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, etc. must have valid licenses to operate in Rajasthan, 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.

EQUIPMENT FOR 2D SEISMIC DATA ACQUISITION

The equipment to be deployed by the Contractor for the survey **in both blocks** must be state-of-the-art and conform to international industry standards.

DESCRIPTION**A. SURVEY EQUIPMENT: Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.**

- * 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.

B. SEISMIC RECORDING SYSTEM : Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited. The equipment must be in perfect working condition. The number of remote field units and cables and geophones to be deployed must be adequate to obtain the production required to complete the work within the required time.

- * Seismic Data Recording System – Telemetry/Cableless with real time data acquisition and quality Control of noise etc. System with 24-bit $\Delta\Sigma$ Technology.
- * 24 bit recorder and correlator/stacker.
- * Recording capacity of minimum 6,000 channels at 2 ms sampling interval.
- * Sufficient Remote Units, Interconnect boxes etc.
- * **Geophone: Number of geophones per station must be 12 (Twelve) having industry standard spike length. The configuration of Analog Geophones string must be : 6 x2 [(6 in series and two (2) such series in parallel)] for 10 Hz Geophones meeting the specified effective impedance, sensitivity and damping of the string. The offered Geophones must be fully compatible with seismic data acquisition system along with interface/line telemetry cables.**

Sensor Specification:

Specifications: The likely products are Sercel SG-10 / Sensor SM24HS / Equivalents.

Sl.No.	Parameters	Values
1	Sensitivity	120-170 V/m/sec
2	Distortion	<0.2%
3	Natural Frequency	Upto 10 Hz
4	Tilt	0 to 15°
5	Spurious Frequency	> 240Hz
6	Operating Temperature	Up to 70°C
7	Polarity	SEG standard

Note: The bidder must submit a document from the Original Equipment Manufacturer (OEM) of the geophone string at the time of bid submission, certifying that the specifications of the sensors are being provided in accordance with the technical specifications specified in the tender document.

The bidder shall furnish the details of the offered sensors configuration and enclose a technical list qualifying the specifications as a separate sheet.

- * **Cables and Geophones: Not more than Two (02) years old, ending last day of the month previous to the one in which bids are invited.**

C. VIBRATORS: Not more than five (5) years old, ending last day of the month previous to the one in which bids are invited.

Minimum Five (5) – state-of-the-art vibrators and sweep control units.

- * **Peak force should be greater than of 60,000 lb.**
- * **Frequency Limits 7 Hz to 200 Hz or better**
- * Capable of generating linear and nonlinear sweeps.
- * All-terrain buggies.
- * Sand Tyres suitable for traversing the terrain in the area.
- * Each Vibrator with GPS System.

Note : If vibrators are more than five years old, then the Vibrators must have been overhauled during last 5 (five) years ending last day of the month previous to the one in which bids are invited. Documentary evidence in this regard needs to be furnished.

D. LVL/UP-HOLE SURVEY EQUIPMENT: Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.

- * 24 channel digital recorder with 1 ms sampling interval & data recording cable for minimum 300 m offset.
- * 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, hydrophone and geophones suitable for logging to 100 m weight drop source.
- * Weight drop unit (Truck Mounted).

E. COMPUTING: Required to control the quality of survey and to provide the technical inputs required by the Company. Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.

Software

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

Hardware(Stand-alone workstations with adequate RAM, disk-space, DVD Drive)

- 1 Survey data management & processing.
- 2 2D/3D field management/planning.

- 3 2D/3D survey simulation (OMNI/MESA or equivalent).
- 4 LVL/Uphole data processing and interpretation.

F. EQUIPMENT FOR FIELD 2D DATA PROCESSING:

Hardware - Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.

- * Workstation (CPU Type and MHz, RAM & Hard Disk Capacity),
- * Colour Printer
- * Colour Plotter
- * Tape Drives – IBM 3592

Software - Full-fledged 2D Seismic Data Processing software for QC processing of acquired 2D seismic data. Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.

- * The Field Processing Software
 - Seismic Processing package
 - Version and Year of Release of Software
 - Status of maintenance contract of the Processing Software to be furnished
- * The field processing software must be capable of processing 2D Seismic Data upto Post-Stack Migration.

G. EQUIPMENT FOR 2D SEISMIC DATA PROCESSING:

The Bidders must provide the technical details of following equipment (Hardware & Software) to be used for processing.

- * Hardware Configuration: – Must be state-of-the-art technology capable of processing 2D Vibroseis Seismic Data including stack and Migration under Item B.1.0, PART-3, SECTION-II. Bidder has to furnish the complete details of the hardware proposed to be deployed for processing of the 2D Vibroseis Seismic Data.
- * Software: Details of complete processing package, release date, version, and status of maintenance contract etc. – The **2D Seismic Data Processing Software must be of the latest version.**
- * System Layout Diagram (including tape drives, plotter, and other I/O interface).
- * Brochures of Hardware and Software packages.
- * Location of the Processing Centre.

H. COMMUNICATION EQUIPMENT:

Communication equipment to be provided including V-Sat, walkie-talkies, VHF radios, sufficient for the project and the units must meet the manufacturer's specifications.

I. TRANSPORT :

Bidders must provide off-road vehicles suitable for traversing the sand dune in desert areas of western Rajasthan. The vehicles must be in running condition and all seats, back and front must have seat belts. Bidders must also deploy the following:

- * Water tanker, 4 x 4 wheel drive (for Up-Hole survey, supply of drinking water in field, etc).
- * An air-conditioned cabin on a 4 x 4 wheel truck/vehicle for Seismic Recording System.
- * Truck for weight drop unit (for LVL/Up-Hole Survey).
- * Mobile Drilling rig capable of drilling hole of diameter-12 cm, and drilling upto 100m in sand dune country with hard rock formations (for Up-Hole Survey)
- * Minimum two (2) Bulldozers in good working condition

Note:

1. All the equipment as mentioned in the Annexure-II must meet or exceed the required specifications mentioned.
2. The Bidder has to submit the documentary evidence in support of the Vintage of the Equipment (Item No. A to G mentioned above) 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.**
3. The bidder must be in possession of the above mentioned equipment. In case, if the bidder has not in possession of the equipment at the time of submission of the bids and proposes to deploy brand new equipment, in such cases, the bidder has to submit the Letter of Intent (LOI)/Purchase Order/Agreement etc. with the equipment manufacturer. Bidders who fail to submit these documents will not be considered for further evaluation and price bid opening.
4. Bidders must categorically mention the equipment they propose to deploy in their technical offer.
5. Bidder must fill-up & submit the **Check List-I & Check List-II** along with Technical Bid.

CHECKLIST – II

TENDER NO.: CJI6227P21

TO BE FILLED BY THE BIDDERS

LIST OF KEY PERSONNEL TO BE OFFERED BY THE BIDDER

[illegible]

Note: Bidder shall add additional columns, rows and pages if required

SURVEY

A	SURVEY EQUIPMENT: Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.					
SL. No.	Equipment	Quantity	Model & Make	Year of Manufacture	Documentary evidence in support of vintage is enclosed	Reference in terms of Page no., Annexure etc. of bidder's offer
1	DGPS (RTK) Units capable of operating in L1 & L2 modes with required accessories and software in adequate quantity.				Yes / No	
2	Total Stations with data loggers, accessories and survey software in adequate quantity.				Yes / No	

SEISMIC RECORDING SYSTEM

B	Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited. The equipment must be in perfect working condition. The number of remote field units and cables and geophones to be deployed must be adequate to obtain the production required to complete the work within the required time					
SL. No.	Equipment	Quantity	Model & Make	Year of Manufacture	Documentary evidence in support of vintage is enclosed	Reference in terms of Page no., Annexure etc. of bidder's offer
1	Seismic Data Recording System – Telemetry/Cableless with real time data acquisition and quality control of noise etc. System with 24-bit $\Delta\Sigma$ Technology.				Yes / No	
2	24 bit recorder and correlator/stacker				Yes / No	
3	Minimum 6,000 channels capability at 2 ms sampling.				Yes / No	
4	Sufficient Remote Units, Interconnect boxes etc.				Yes / No	
5	Geophone: Number of geophones per station must be 12 (Twelve) having industry standard spike length. The configuration of Analog Geophones string must be : 6 x2 [(6 in series and two (2) such series in parallel)] for 10 Hz Geophones meeting the specified effective impedance, sensitivity and damping of the string. The offered				Yes / No	

	Geophones must be fully compatible with seismic data acquisition system along with interface / line telemetry cables. Specifications: <u>Mentioned in point J below</u>					
6	Cables				Yes / No	
Cables & Geophones: Not more than One (1) year old, ending last day of the month previous to the one in which bids are invited.						
C	VIBRATORS: Not more than five (5) years old, ending last day of the month previous to the one in which bids are invited.					
SL. No.	Equipment	Quantity	Model & Make	Year of Manufacture	Documentary evidence in support of vintage is enclosed	Reference in terms of Page no., Annexure etc. of bidder's offer
1	Peak force should be greater than of 60,000 lb				Yes / No	
2	Frequency Limits 7 Hz to 200 Hz or better				Yes / No	
3	Capable of generating linear and nonlinear sweeps				Yes / No	
4	All terrain buggies				Yes / No	
5	Sand Tyres suitable for traversing the terrain in the area				Yes / No	
6	Each Vibrator with GPS system				Yes / No	
Note: If vibrators are more than five years old, then the vibrators must have been overhauled during last 5 (five) years ending last day of the month previous to the one in which bids are invited. Documentary evidence in this regard needs to be furnished.						
D	LVL/UP-HOLE SURVEY EQUIPMENT: Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited					
SL. No.	Equipment	Quantity	Model & Make	Year of Manufacture	Documentary evidence in support of vintage is enclosed	Reference in terms of Page no., Annexure etc. of bidder's offer
1	24 channel digital recorder with 1 ms Sampling Interval and data recording cable for minimum 300m offset				Yes / No	
2	Refraction Geophones 4.5 Hz. The Geophones must meet manufacturer's specifications.				Yes / No	
3	Uphole Survey Digital Recorder with a minimum of 4 channels and downhole				Yes / No	

	cable, hydrophone and geophones suitable for logging to 100 m with weight drop source.					
4	Weight drop unit (Truck Mounted)				Yes / No	
E	COMPUTING: Required to control the quality of the survey and to provide the technical inputs required by the company. Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited					
SOFTWARE						
SL. No.	Equipment	Quantity	Model & Make	Year of Manufacture	Documentary evidence in support of vintage is enclosed	Reference in terms of Page no., Annexure etc. of bidder's offer
1	Survey data management & processing.				Yes / No	
2	2D/3D field management /planning.				Yes / No	
3	2D/3D survey simulation (OMNI/MESA or equivalent).				Yes / No	
4	LVL / Uphole data processing and interpretation.				Yes / No	
HARDWARE (Stand-alone workstations with adequate RAM, Disk-space, DVD Drives)						
1	Survey data management &processing.				Yes / No	
2	2D/3D field management /planning.				Yes / No	
3	2D/3D survey simulation (OMNI/MESA or equivalent).				Yes / No	
4	LVL / Uphole data processing and interpretation.				Yes / No	
F	EQUIPMENT FOR FIELD 2D DATA PROCESSING: Full Fledged 2D Seismic Data Processing software for QC processing of acquired 2D seismic data					
SL. No.	Equipment	Quantity	Model & Make	Year of Manufacture	Documentary evidence in support of vintage is enclosed	Reference in terms of Page no., Annexure etc. of bidder's offer
1	HARDWARE: Not more than three years (3) old, ending last day of the month previous to the one in which bids are invited.					
	Workstation (CPU Type and Speed)				Yes / No	
	RAM					
	HDD Capacity					
2	Colour Printer				Yes / No	
3	Colour Plotter				Yes / No	
4	Tape Drive				Yes / No	
	a) IBM-3592					
5	SOFTWARE: Full-fledged 2D Seismic Data Processing software for QC processing of acquired 2D seismic data. Not more than three (3) years old, ending last day of the month previous to the one in which bids are invited.					
	Field Processing Software	No. of	Version	Year of Release	Documentary evidence	Reference Page No. if

		License			in support of Vintage is enclosed	Documentary Evidence is enclosed
	Version and year of release of software					
	Status of maintenance contract of the Processing Software to be furnished.				Documentary evidence in support of Maintenance contract of Processing Software is enclosed	Reference Page No. if Documentary Evidence is enclosed
				Yes / No		
	The field processing software must be capable of processing 2D Seismic Data upto Post-Stack Migration				Yes / No	
G	EQUIPMENT FOR 2D SEISMIC DATA PROCESSING: The Bidders must provide the technical details of following equipment (Hardware & Software) to be used for processing					
SL. No.	Equipment	Quantity	Model & Make	Other Details		Year of Manufacture
	Hardware Configuration: Must be state-of-the-art technology capable of processing 2D Vibroseis Seismic Data up to Pre-STM as mentioned under Item B.1.0, Section-II, PART-3. Bidder has to furnish the complete details of the hardware proposed to be deployed for processing of the 2D Vibroseis Seismic Data					
1						
2						
3						
4						
5						
6						
	Software: Details of complete processing package release date, version, and status of maintenance contract etc. – The 2D Seismic Data Processing Software must be of the latest version.					
	Processing Software	No. of License	Version	Year of Release	Documentary evidence in support of Vintage is enclosed	Reference Page No. if Documentary Evidence is enclosed
7					Yes / No	
8					Yes / No	
9					Yes / No	
10					Yes / No	
11					Yes / No	
12					Yes / No	
13	System Layout Diagram (including tape drives, plotter, and other I/O interface).	Attached with the technical Offer :Yes / No			Reference in terms of Page no., Annexure etc. of bidder's offer	
14	Brochures of Hardware and Software packages.	Attached with the technical Offer :Yes / No			Reference in terms of Page no., Annexure etc. of bidder's offer	
15	Location of the Processing Centre.	Details Attached with the technical Offer :Yes / No			Reference in terms of Page no., Annexure etc. of	

						bidder's offer
H	COMMUNICATION EQUIPMENT: Communication equipment to be provided including V-Sat, walkie-talkies, VHF radios, SSB radios, sufficient for the project and the units must meet the manufacturer's specifications.					
SL. No.	Equipment			Quantity	Model & Make	Year of Manufacture
1						
2						
I	TRANSPORT: Bidders must provide off-road vehicles suitable for traversing the sand dune in desert areas of western Rajasthan. The vehicles must be in running condition and all seats, back and front must have seats belts. Bidders must also deploy the following					
SL. No.	Equipment	Quantity	Model & Make			Year of Manufacture
1	Water tanker, 4 x 4 wheel drive (for Up-Hole survey, supply of drinking water in field, etc).					
2	Recording System in an air- conditioned cabin on a 4 x 4 wheel truck/vehicle					
3	Truck for weight drop unit (for LVL/Up-Hole Survey)					
4	Mobile Drilling rig capable of drilling hole of diameter-12 cm, and drilling up to 100m in sand due country with hard rock formations (for Up-Hole Survey)					
5	BULLDOZERS : Minimum two (2) Bulldozers in good working condition					
J	Specification of Geophone String: The likely products are Sercel SG-10 / Sensor SM24HS / Equivalents.					
		Sl. No.	Parameters	Values		
		1	Sensitivity	120-170 V/m/sec		
		2	Distortion	<0.2%		
		3	Natural Frequency	Upto 10 Hz		
		4	Tilt	0 to 15°		
		5	Spurious Frequency	> 240Hz		
		6	Operating Temperature	Up to 90°C		
		7	Polarity	SEG standard		
	Note: The bidder must submit a document from the Original Equipment Manufacturer (OEM) of the digital sensor/geophone string at the					

	time of bid submission, certifying that the specifications of the sensors are being provided in accordance with the technical specifications specified in the tender document. The bidder shall furnish the details of the offered sensors configuration and enclose a technical list qualifying the specifications as a separate sheet.
--	--

Work Experience Data Sheet

Contact No.: _____

Survey Location: _____

Contact Value: _____

Contract Type (Put ✓ in the appropriate box below)

2D/3D Seismic Data Acquisition	2D/3D Seismic Data Acq. and Proc. Up to Pre-STM	2D/3D Seismic Data Acq. and Proc. Up to Pre-STM

Volume of Job Completed

2D/3D Seismic Data Acquisition (GLKM/SQ.KM)	2D/3D Seismic Data Acq. and Proc. Up to Pre-STM (GLKM/SQ.KM)	2D/3D Seismic Data Processing up to Pre-STM (GLKM/SQ.KM)

Survey Start Date		Processing Start Date	
Survey Start Date		Processing End Date	

Scope of Work (In brief):

Client Details			
Company		Reference Name	
Telephone		Fax No:	
E-Mail			
Reference in terms of page no., Annexure etc. of bidder's offer (regarding documentary evidence above)			

Note: Bidder shall add additional columns, rows and pages if required.

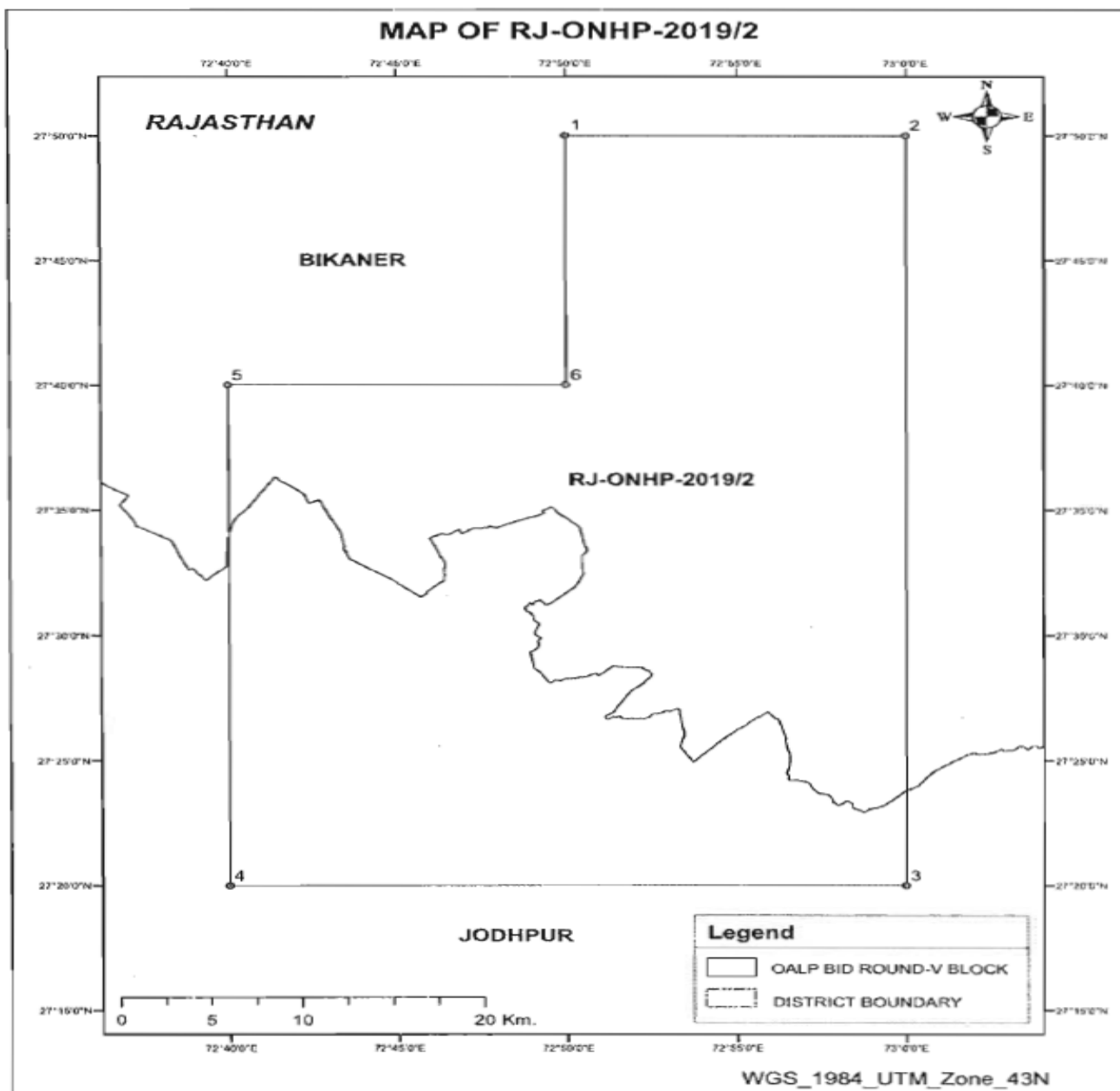


Figure-1: Index Map of Block RJ-ONHP-2019/2

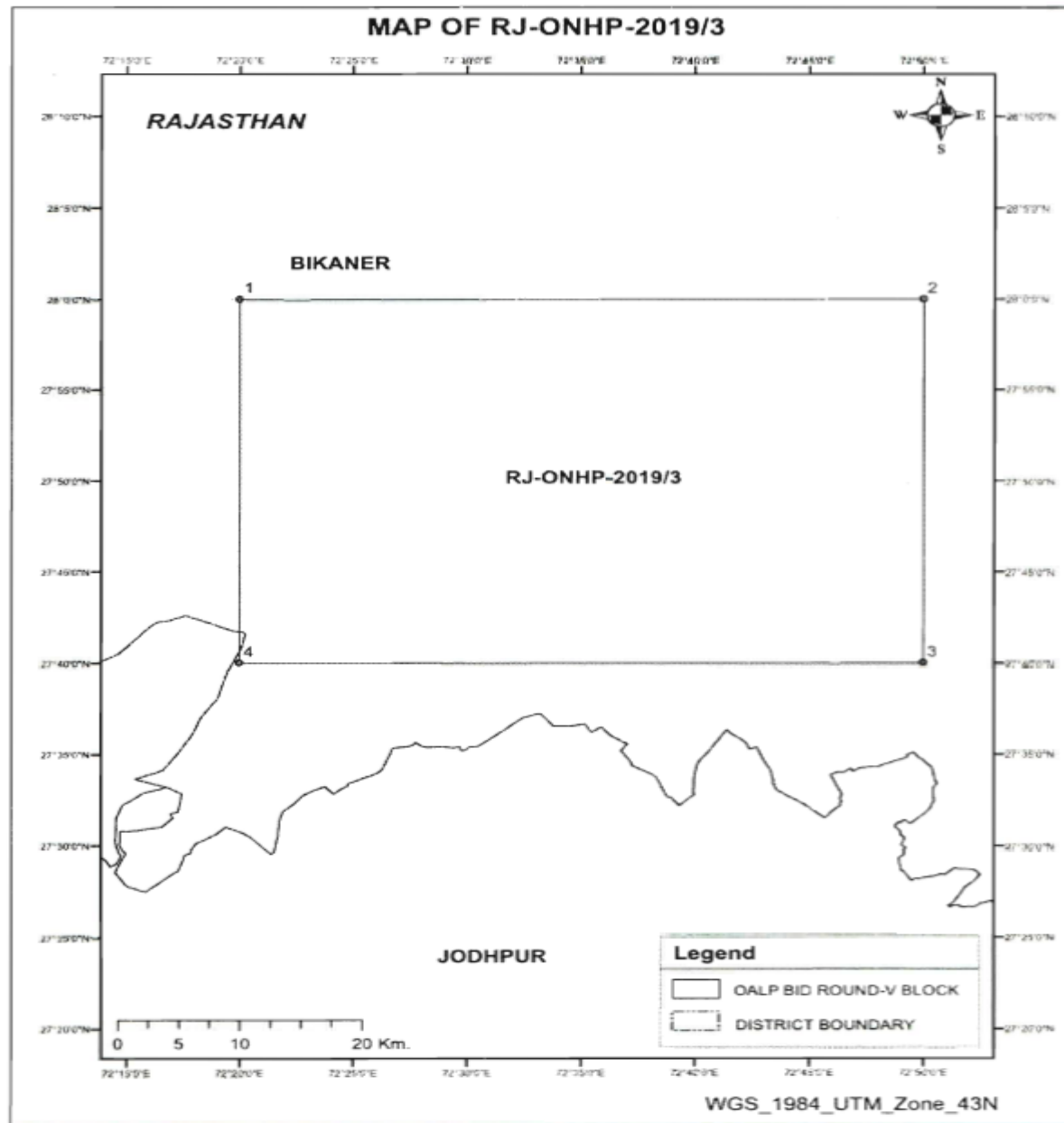


Figure-2: Index Map of Block RJ-ONHP-2019/3

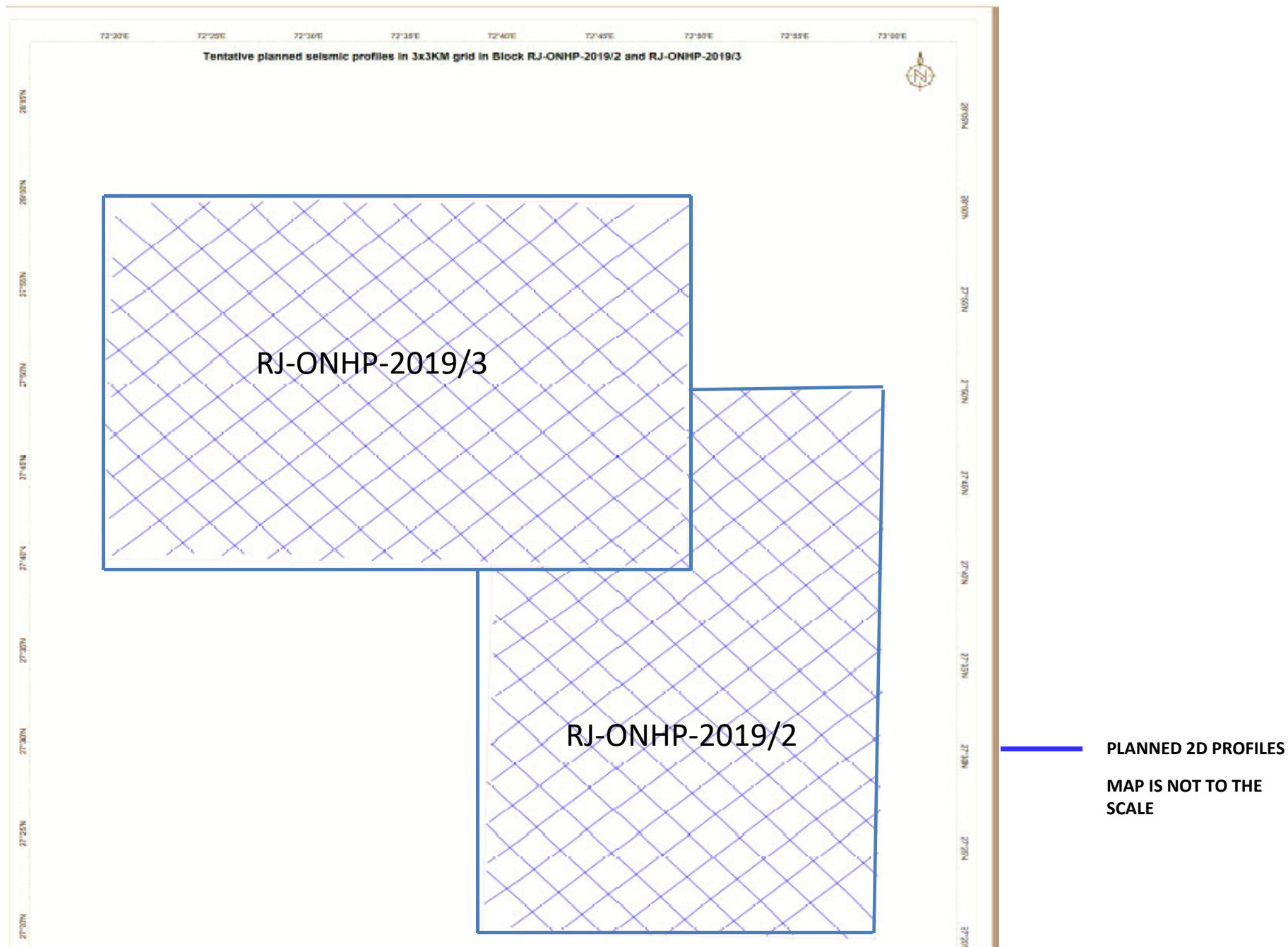


Figure-3: TENTATIVE 2D PROFILES IN BLOCK RJ-ONHP-2019/2 & RJ-ONHP-2019/3 (OALP-V)

PROFORMA-A**Tender No. : CJI-6227-P21**

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

Srl #	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 = CxD	F	G = F+E	H	I = G+H	J	K	L
1											
2											
3											
(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:

PRICE BID FORMAT**TENDER No. : CJI-6227-P21****CURRENCY QUOTED : _____**

SL.NO.	Item	Unit	Qty.	Unit Rate	Total Price
<u>2D SEISMIC DATA ACQUISITION</u>					
1	Mobilization Charges for both blocks	Lump sum	1	MOB***	1 x MOB
2	Cost for Experimental Recording	Per Day	7*	EXP	7 x EXP
3	Standby Charges for Equipment & Crew	Per Day	15	SBR	15 x SBR
4	Force Majeure Charges	Per Day	15	FM	15 x FM
5	Charges for Acquisition of 60 full fold 2D Seismic Vibroseis Data	Per GLKM	1800	OR** (Max. of "A" as per Operating Rate Matrix given below)	1800 x OR
6	LVL Survey Rate	Per location	575	LVL	575 x LVL
7	Up-hole Survey Rate	Per location	450	UH	450 x UH
8	Cost of Fixing Reference Pillar	Per location	200	FRP	200 x FRP
9	Demobilization Charges for both blocks	Lump sum	1	DMOB****	1 x DMOB
(A) TOTAL COST OF 2D SEISMIC DATA ACQUISITION = Sum total of Srl. No. 1 to 9					
<u>2D SEISMIC DATA PROCESSING</u>					
10	Charges for seismic data Processing i.e. Processing of 60 full fold 2D Vibroseis Seismic Data per GLKM as mentioned in Section-II, Clause B1.4)	Per GLKM	1800	PR	1800 x PR
(B) TOTAL COST OF 2D SEISMIC DATA PROCESSING = Sum total of Srl. No. 10					
ESTIMATED TOTAL CONTRACT VALUE = A + B					

* Includes the days required for pre-acquisition experimental work.

** For evaluation purposes the Unit Price for Sr. No. 5 i.e., Charges for Acquisition of 60 full fold 2D Vibroseis Seismic Data of the maximum rates as quoted in the table given below will be considered. However, payment will be made on the basis of rate for actual parameters adopted in the field after pre-acquisition experimental work.

*** The lump sum Mobilisation Charges must not be quoted more than 10% of the Total evaluated contract value failing which the bid will be rejected.

**** The lump sum Demobilization Charges should not be less than 5% of the total evaluated contract value, failing which the bid will be rejected.

A : Operating Rate Matrix of the Source Parameter for Acquiring **60 full fold 2D** Vibroseis Seismic Data:

Srl. No.	Sweeps Per VP	Sweep Length (Seconds)	Code	Price per GLKM of 60 full fold 2D Vibroseis Seismic Data Acquisition (CURRENCY)
1	2	10	Aa1	
2	2	12	Aa2	
3	2	14	Aa3	
4	2	16	Aa4	
5	2	20	Aa5	
6	2	22	Aa6	
7	3	10	Aa7	
8	3	12	Aa8	
9	3	14	Aa9	
10	3	16	Aa10	
11	3	20	Aa11	
12	3	22	Aa12	
13	4	10	Aa13	
14	4	12	Aa14	
15	4	14	Aa15	
16	4	16	Aa16	
17	4	20	Aa17	
18	4	22	Aa18	

NOTES:-

- (i) The items referred in the format are to be read in conjunction with Section-IV, Part-3.
- (ii) The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work, '**NIL/Free of Charge**' should be mentioned against such part of work.

- (iii) The quantities indicated above are tentative requirement for **Thirteen (13) months** and considered for evaluation purpose of bids/estimation of total contract value only. Payment shall, however, be made at actual use against which the units rates have been asked for. No charges other than indicated above are payable.
- (iv) All taxes other than GST shall be borne by the Contractor. The quoted price shall be exclusive of GST. The applicable GST shall be on Company's account. However, liability for payment of the GST in case of Indian Bidder and overseas Bidder having offices in India shall lie on the Contractor, else in case of Foreign Bidders, the liability shall lie on the Company. The quantum (%age) of GST as applicable against the contract must be indicated separately.
- (v) Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported in to India in connection with these operations in Proforma-A (enclosed) for estimating the customs duty.
- (vi) **Custom Duty:** The services under this Contract shall be carried out in OALP areas of the Company and therefore, imports under this Contract is presently exempted from Customs Duty. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.
- (vi) Bid evaluation will be carried out based on the sum total of prices of item Srl. Nos. 1 to 10 of the price bid format shown above.

Authorized Person's Signature: _____
Name: _____

Seal of the Bidder:

BID FORM

To
OIL INDIA LIMITED
For GM-C&P
RAJASTHAN FIELD
JODHPUR-342005

Sub: IFB No. CJI-6227-P21

Gentlemen,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of estd. Annual contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid 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 _____ 20__.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Tender No. : CJI-6227-P21

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

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

(Authorised Signatory).

Name 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 highlighted as per format provided above and to be submitted as part of their Technical Bid. If the Proforma is left blank, then it would be presumed that the Bidder has not taken any exception/deviation to the terms and conditions of the bid document.

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited

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 (May incorporate the Bank Name) 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 arguments, 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 Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs.
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by 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 the Bank _____

Address _____

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan, Assam and Rajasthan Project Office at Jodhpur in the State of Rajasthan, 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. _____. 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 Award and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this 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 Annexure attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- a) General Conditions of Contract, (Part-3, Section-I)
- b) Scope of Work/Terms of Reference/Technical Specification, (Part-3, Section-II)
- c) Special Conditions of Contract, (Part-3, Section-III)
- d) Schedule of Rates, (Part-3, Section-IV)
- e) Estimated CIF value of items at the time of import, (Proforma-A)
- f) Price Schedule Format, (Proforma-B)
- g) Bid Form, (Proforma-C)
- h) Statement of Compliance, (Proforma-D)
- i) Proforma of Bank Guarantee towards PP-LC (Proforma -L)
- j) Proforma of Bank Guarantee towards Ultimate Parent/Supporting Company (Proforma -P)

- k) Sample Agreement Form (Proforma-G)
- l) General HSE Guidelines (Appendix-A)
- m) Procedure for obtaining Labour Licence (Appendix-B)
- n) Undertaking regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India (Appendix-C)

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 Jodhpur, Rajasthan as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

Name:

Status:

In presence of

1.

2.

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

Name:

Status:

In presence of

1.

2.

* Bidders are NOT required to complete this form.

PROFORMA LETTER OF AUTHORITY

TO
GM (C&P)
Contracts & Purchase Department
Oil India Ltd., Rajasthan Project
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's IFB No. CJI-6227-P21

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

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

Yours Faithfully,

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

Date: _____

TO

GM (C&P)

Contracts & Purchase Department

Oil India Ltd., Rajasthan Project

Jodhpur-342005

Rajasthan, India

Sir,

Sub: OIL's e-Tender No. CJI-6227-P21

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / PriceBid Opening and for any subsequent correspondence / communication of the above Tender due on _____ 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.

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for Tender no. CJI6227P21. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/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 risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
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.
Date .

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

PROFORMA - L

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 INR 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

Attorney as per power of
Attorney No. _____
Dated _____

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

Provisions for procurement of Services pertaining to Oil & Gas business activities covered under Purchase Preference Policy (linked with Local Content) (PP-LC).

This tender will be governed by the Purchase preference policy (linked with Local Content) (PP-LC) of Ministry of Petroleum & Natural Gas, Government of India. Indian Bidders are advised to refer notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 & notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 and their subsequent amendments from MoP&NG, if any, and submit the necessary documents, declaration, undertaking etc. as per the policy guidelines along with their bid. As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. The tendered quantity is not splittable / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates. Bidders seeking Purchase preference (linked with Local Content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide original notification of the policy and subsequent amendments applicable as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non-Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria). 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. If a bidder seeks EMD exemption under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. Evaluation of bids with reference to PP-LC policy shall be done by OIL based on the documents submitted by the bidder. OIL shall not be responsible for any incorrect/incomplete submission of documents by bidder leading to non-compliance to PP-LC policy and denial of benefits under the policy.

The bidder, who has been awarded the contract after availing Purchase Preference linked with Local Content, shall have to submit additional Bank Guarantee (format attached at Proforma-L) equivalent 10% of total contract value.

A bidder 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 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.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR Crores	NET WORTH In INR Crores

Place :

Date:

Seal:

Membership No ..

Registration Code:

Signature :

FORM OF PERFORMANCE BANK GUARANTEE

To

**M/s OIL INDIA LIMITED (OIL)
RAJASTHAN FIELD
JODHPUR , RAJASTHAN - 342005**

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"**, 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"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT"**, 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** before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor 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 shall ensure the following:

a) The Bank Guarantee issued by the bank shall 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 shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Jodhpur Branch, IFS CODE - UTIB0000057; SWIFT CODE: AXISINBB057.

Branch Address - Axis Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

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.

FORMAT OF BID SECURITY DECLARATION
(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Bid Security Declaration

Ref: Your tender No. CJI-5142-P21 Dated _____

To,
The GM-C&P (RF)
Contracts & Purchase Dept.,
OIL, Rajasthan Field, Jodhpur

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that;

If we withdraw or modify our Bids during the period of bid validity,
OR

In case of award of contract to us, if we fail to sign the contract, or submit the performance security before the deadline defined in the NIT,

OIL reserves the right to put us on suspension for a period of two years automatically without conducting any enquiry.

We undertake to unconditionally abide by the above declaration.

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)

GENERAL HSE POINTS

1.0 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 him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-Contractors.

2.0 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.

3.0 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.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 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

7.0 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.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name 7 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.

9.0 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.

10.0 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.

11.0 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.

12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 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.

15.0 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.

16.0 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.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B,E,J (as per Mines Rules 1955) by the Contractor

19.0 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.

20.0 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.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 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 comply with the requirements, and for further non-compliance, the Contractor

23.0 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.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 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.

Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

APPENDIX-C

**Format for Undertaking by Bidders towards compliance of office memorandum
F.No. 6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by
Department of Expenditure, Ministry of Finance, Govt. of India
(To be typed on the letter head of the bidder)**

Ref. No. _____

Date _____

Tender No. _____ **Dated** _____

OIL INDIA LIMITED

Dear Sirs,

"We have read the clause regarding restrictions on procurement from a bidder or a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]"

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This form should be returned along with offer duly signed.

--END OF TENDER DOCUMENT--



GeM
Government
e Marketplace

Report ID: GEM/GARPTS/08022021/251RGXAH1O40

Report Name: 2D SEISMIC SURVEY

Generated By: Bhavik Haresh Mody , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

Generated On: 08/02/2021

Valid till: 10/03/2021

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

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.