



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgapur, Assam

**Materials Department
(Rajasthan Project)**

2A, Dist. Shopping Centre,
Saraswati Nagar
Jodhpur . 342 005
Rajasthan, India.
Phone -0291-2729473
Fax : 0291-2727050
Email: km_kumar@oilindia.in

Date: 31.03.2014

Tender No. : CJG2856L14

For

**Acquisition, Processing & Interpretation (API) of Airborne Magnetic Data in
onshore Exploration Block: RJ-ONN-2005/2 (NELP-VII) in the state of Rajasthan**

Declaration:

SPECIAL NOTE TO THE TENDER CJG2856L14:

(A) The Tender document against tender no. CJG2856L14 have been addressed to five (05) Parties arising out of Expression Of Interest (EOI). The other prospective and interested Parties may also participate in the tender subject to the following:

i) To forward their application for issue of Tender document along with documentary proof of meeting 'Bid Rejection Criteria'(Part-2, Section-I of tender document) to reach us within 10 days of publication of Tender at OIL's website. The application may also be sent to e-mail IDs: **km_kumar@oilindia.in**; **tridibgupta@oilindia.in**; and additionally at **contractrp2014@gmail.com** .

(ii) The application must be complete in respect of meeting the qualifying criterion mentioned under Bid Rejection Criteria (BRC) as stipulated in this Tender.

(iii) The parties must note that if Oil India Limited (OIL) is satisfied with the documentary evidences (provided by the party) establishing them to be eligible for issuance of the subject tender, the tender documents will be issued to the eligible party(ies). However, if the documentary evidences submitted by the parties are not able to establish the eligibility of the party(ies) to the satisfaction of OIL, no further correspondence will be made/entertained against the subject tender.

(B) The last date of receipt of applications, complete in all respect is **12.04. 2014**. It is to be noted by all concerned that no correspondence against the subject tender will be entertained after expiry of the schedule date i.e. **12.04. 2014**. As indicated above, parties may send their complete applications (with scanned copies of documentary evidences) through e-mail to the email IDs as mentioned vide (i) under para (A) above. The hardcopies of application must be received by OIL within **16.04.2014**, at the following address, without which their applications will not be considered.

**CHIEF MANAGER (M&C)
OIL INDIA LIMITED, RAJASTHAN PROJECT
02-A, DISTRICT SHOPPING CENTRE, SARASWATI NAGAR
BASNI, JODHPUR – 342005, RAJASTHAN**

(C) OIL will issue the tender documents to the eligible parties after detailed scrutiny of the documents submitted by the parties. The tender documents will be issued through e-mail to the eligible parties and therefore, it is necessary that the parties must mention their valid e-mail IDs. The formal letter with tender documents will be issued to eligible parties latest by **25.04.2014**. No correspondence will be made if the parties are not found to be eligible for the subject tender as per the BRC.

(D) No request for extension of the above mentioned dates will be entertained.

OIL INDIA LIMITED
RAJASTHAN PROJECT
JODHPUR

TENDER

FOR

**ACQUISITION, PROCESSING & INTERPRETATION
(API) OF AIRBORNE MAGNETIC DATA**

TENDER NO. : CJG2856L14

MARCH'2014
JODHPUR

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(TENDER NO.: CJG2856L14)

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(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, झारखंड
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgapur, Assam

**Materials Department
(Rajasthan Project)**

2A, Dist. Shopping Centre,
Saraswati Nagar
Jodhpur . 342 005
Rajasthan, India.
Phone -0291-2729473
Fax : 0291-2727050
Email: km_kumar@oilindia.in

Date: 31.03.2014

FORWARDING LETTER

Tender No. : CJG2856L14

M/s-----

Sub: Acquisition, Processing & Interpretation (API) of Airborne Magnetic Data

1.0 OIL INDIA LIMITED (OIL), Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas. In connection with its drilling and exploration activities for hydrocarbon at RAJASTHAN PROJECT, OIL invites ONLINE **International Competitive Bids (ICB)** for hiring services for Acquisition, Processing & Interpretation (API) of Airborne Magnetic Data in onshore Exploration Block: RJ-ONN-2005/2 (NELP-VII) in the state of Rajasthan.

For your ready reference, few salient features (Covered in details in this bid document) are highlighted below:

- | | | | |
|------|--|---|---|
| i) | OIL's Tender No | : | CJG2856L14 dated 13.03.2014 |
| ii) | Type of Bid | : | Single Stage Two Bid System |
| iii) | Bid Closing Date & Time | : | 13.05.2014 at 11.00 hrs (IST) |
| iv) | Bid Opening (Technical)
Date & Time | : | 13.05.2014 at 15.00 hrs (IST) |
| v) | Bid Opening Place | : | Office of Chief Manager (M&C),
Oil India Limited, Jodhpur, Rajasthan |
| vi) | Amount of Bid Security | : | ₹ 6,90,000.00 OR US\$ 11,190.00
(Non- interest bearing) |

- vii) Amount of Performance Security : 7.5 % of the estimated Contract Value
- viii) Mobilization Time : Within 45 days from the date of receipt of all necessary clearances including DGCA and Defence clearances for operating in the area.
- ix) Liquidated Damage for timely Mobilization : Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% per week of the total estimated agreement value (including mobilization cost) for delay in mobilization per week or part thereof subject to maximum of 7.5%.
- x) Duration of Contract : Six (06) months from the date of issue of Letter of Award (LOA).

2.0 We now look forward to receive your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully

OIL INDIA LIMITED

(T.K GUPTA)
CHIEF MANAGER (M&C)
FOR GROUP GENERAL MANAGER (RP)

Part-1

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids for the following services under Single Stage Two Bid System for its RAJASTHAN PROJECT through e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJG2856L14 dated 13.03.2014
- 1.2 Bid Closing Date : 13.05.2014
& Time : (11:00 Hrs. IST)
- 2.0 **Description of Services:** Acquisition, Processing & Interpretation (API) of Airborne Magnetic Data in onshore Exploration Block: RJ-ONN-2005/2 (NELP-VII) in the state of Rajasthan.
- 3.0 Tender Document will not be issued physically by Company. USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.** The link to e-procurement portal has also been provided through OIL's website www.oil-india.com.
- 4.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

Part-1

SECTION – II

INSTRUCTIONS TO BIDDERS

1.0 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.1 It is advisable that the bidder should carry out reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

A. BIDDING DOCUMENT / TENDER DOCUMENT

2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Documents.

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.

3.0 AMENDMENTS TO BIDDING DOCUMENT:

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

3.2 The Addendum will be uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders (to whom Company issues the USER-ID & PASSWORD), shall be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

I. TECHNICAL BID

- (i) Complete technical details of the services and equipment specifications with catalogue, etc. as applicable.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in **Part-2, Section-I**.
- (iii) Bid Security (scanned copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of Compliance as per **Part-2 of Section-I, Proforma – I**.
- (v) BOQ as per **Part-2 of Section – I, Proforma - II without indicating the rates/prices.**
- (vi) Agreement between Bidder & Their Parent Company as per Appendix-I of **Part-2 of Section-I**.
Parent Company Guarantee (Deed of Guarantee) as per Appendix-II of **Part-2 of Section-I**.
- (vii) **Proforma - E of Part-4** showing the items to be imported, if any **without showing the CIF values** thereof.
- (viii) Duly Signed **Integrity Pact** as per **Part-2 of Section – I, Proforma - III**.
- (ix) All other Annexure and Proforma as required in the Tender.

II. COMMERCIAL (PRICED) BID

- (i) Bid Form as per **Section-III in PART-3**.
- (ii) Price-Bid as per **Proforma-II, Section-I , in PART-2**.
- (iii) Estimated CIF value as per **Proforma - E of Part-4**

6.0 BID FORM:

The bidder shall complete the Bid Form (Section-III in PART-3) and the appropriate Price schedule furnished in the Bid Document.

7.0 BID PRICE:

- 7.1 Prices must be quoted by the Bidders online as per format available in OIL's E-Portal.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account whatsoever.
- 7.3 Except Service Tax, all Duties and Taxes, including, Corporate Income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is issued, shall be included in the rates, prices and total Bid Price quoted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 7.4 **Customs Duty:** Since this tender is floated for availing services for the purpose of Petroleum Exploration in India in NELP Block for which licenses have been issued after 01.04.1999, the prevailing rate of Customs Duty towards import of equipment, spares and consumables etc. for execution of the contract is NIL as per Government policy presently in vogue. (Ref. Notification No. 21/2002-

Customs dated 01.03.2002 and as amended vide Notification No. 26/2003-Customs dated 01.03.2003) and 12/2012 dated 17.03.2012. Therefore, OIL INDIA LIMITED will issue Recommendatory Letters to enable the Contractor to obtain necessary Essentiality Certificates from DGH to facilitate duty free imports essential for execution of this contract. However, securing EC and payment of port rent, demurrage etc. will exclusively rest on the Contractor.

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

8.0 CURRENCIES OF BID AND PAYMENT:

- 8.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.

- 8.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies at par with foreign bidders. However, currency once quoted will not be allowed to be changed.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

As detailed in PART-2, Section-I.

10.0 **BID SECURITY:**

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number (CJG2856L14) and the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded alongwith the un-priced Technical Bid on e-portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
- a) A bank guarantee or irrevocable Letter of Credit issued by a scheduled Indian bank or by a foreign bank through its Indian branch, in the form provided

vide Proforma-A, PART-4 or another form acceptable to the Company and valid for 60 days beyond the validity of the Bid. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.

- b) A Cashier's /Banker's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).

10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.

10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalisation of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.

10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.

10.8 The Bid Security will be forfeited:

- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
- (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.
 - iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

10.9 In case any bidder withdraws their bid during the period of bid validity, Bid security will be forfeited and the party shall be debarred for a period of 2(two) years.

10.10 EXEMPTION FROM SUBMISSION OF BID SECURITY:

Central Govt. offices, Central Public Sector undertakings and firms registered with NSIC/SME (subject to furnishing proper evidence as per guidelines) are exempted from submitting Bid Security.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be

required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 FORMAT AND SIGNING OF BID:

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

C. SUBMISSION OF BIDS:

13.0 ONLINE SUBMISSION :

- 13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Technical Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.
- 13.2 The Rates/Prices alongwith price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than the cost details to be submitted with unpriced bid as per tender requirement placed in the “un-priced” bid folder. No rate/price should be entered in Technical Bid, otherwise the offer will be rejected.
- 13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 13.5 The Tender is invited under SINGLE STAGE TWO-BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “COMMERCIAL” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Techno-Commercial Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the Technical RFx Response-> User -> Technical Bid only. The “TECHNO-COMMERCIAL UNPRICED BID” shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response Tab.
- 13.6 Please note that no price details should be uploaded in Technical RFx Response Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment link below tendering text in the**

attachment option under “Notes & Attachments”. A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected.

Please note that no price details should be uploaded in Technical RFx Response, otherwise the offer will be rejected.

Display RFx Response:

RFx Response Number: 60006452 RFx Number: TEST2 Status: Submitted
 RFx Owner: WIPRO_TEST1 Total Value: 0.00 INR RFx Response Version: 1

RFx Information Items **Notes and Attachments** Conditions Summary Tracking

Basic Data Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Created E: Last Processed C: Last Processed E:

Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFx Response:

RFx Response Number: 60006452 RFx Number: TEST2 Status: Withdrawn Submission Deadline: 13.04.2013 11:00:00 INDIA
 RFx Owner: WIPRO_TEST1 Total Value: 0.00 INR RFx Response Version Number: 2 RFx Version Number: 5

RFx Information Items **Notes and Attachments** Conditions Summary Tracking

Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

Attachments

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices.**

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension **.SSIG** will be created. Close that window. Next click on Add Attachment, a browser window will open, select the **.SSIG** signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

SINGLE STAGE TWO BID SYSTEM shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

- 13.7 In Technical Bid Opening, only the **Technical RFX Response** will be opened. **Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.**

NB : All the Bids must be digitally signed using “Class-3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 13.8 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/catalogues of the equipment offered. A scanned copy of Bid Security as mentioned in Clause 10.0 should be submitted with the Techno-commercial unpriced Bid in c-folder.

- 13.9 All the conditions of the contract to be signed with the successful bidder are given in various Sections of this document. Bidders to state their compliance to each clause of BRC in vide Statement of compliance as per Proforma – I of Section-I, Part-2 and the same should be uploaded with the techno-commercial unpriced bid.

14.0 **The Integrity Pact:**

OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide as per Part-2 of Section – I, Proforma - III to the Tender Document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the Bidder (alongwith their Technical Bid) duly signed digitally by the same signatory who signed the bid i.e., who is authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the Bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed acceptance of all terms & conditions mentioned therein and that all pages of the Integrity Pact have been signed by the bidder’s authorized signatory who signs the Bid

- 14.1 OIL has appointed Shri N. Gopalaswami, Ex-CEC and Shri R.C. Agarwal, IPS

(Retd) as Independent Monitors (IEMs) for a period of three (3) years to oversee implementation of the Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter related to this Invitation for Bid (IFB) at the following addresses:

1. Shri N. Gopalaswami, IAS (Retd), Ex-CEC, Phone No. :91-44-2834-2444(Res), 91-9600144444(Cell);
E-mail : gopalaswamin@gmail.com
2. Shri R. C. Agarwal, IPS (Retd), Phone No. : 91-11-22752749(Res),
91-9810787089(Cell); E-mail : rcagarwal@rediffmail.com

15.0 Rates/Prices must be quoted/maintained in the “online price schedule” only. OIL will consider the rates/prices quoted in the “online price schedule” only.

16.0 Timely submission of online bids is the responsibility of the Bidders. The Bid alongwith all annexure and copies of documents should be submitted in e-form only through OIL’s e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005 India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Other documents required to be submitted in original as per tender requirement, if any.

17.0 INDIAN AGENTS:

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

18.0 DEADLINE FOR SUBMISSION OF BIDS :

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

18.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

19.0 EXTENSION OF BID SUBMISSION DATE/TIME:

19.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

19.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

20.0 FORMAT OF BID SUBMISSION:

20.1 Bids to be submitted online at OIL's E-PORTAL. Detailed instructions are available in "USER MANUALS" in the E-PORTAL.

21.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

22.0 MODIFICATION AND WITHDRAWAL OF BIDS :

22.1 The Bidder after submission of bid may modify or withdraw its bid by written notice prior to the bid closing.

22.2 The Bidder's modification or withdrawal notice must be submitted in writing (either by fax/courier/registered post) so as to reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the deadline for submission of bids. Bidders may send these request letters to return their bids which they submitted earlier for modifications, if envisaged any prior to bid opening. The request should reach the office of Chief Manager (M & C), at least three (3) working days prior to the scheduled bid closing date. Once the earlier bid is returned by Company on request, Bidder can again upload their correct/revised bids within the stipulated bid closing date and time. Maintaining sufficient time gap to withdraw the earlier bids for modifications and to resubmit the bids after necessary corrections/ modifications within the scheduled bid closing date and time is the sole risk and responsibility of Bidder. Company shall not be responsible for any delayed delivery/late receipt of such requests/notices for whatsoever reasons.

22.3 No bid can be modified subsequent to the deadline for submission of bids. Post tender modification(s) of bid by any bidder within the period of its bid validity will lead to rejection of such offer and forfeiture of bidder's Bid security in full. Such modification (s) may also call for debarment of the bidder as mentioned above.

- 22.4 No bidder shall be permitted to withdraw their bid after its opening till expiry of bid validity including extended validity, if any. Such withdrawal will make the bidder liable to forfeit their Bid Security in full and be debarred them from participating against OIL's future tenders at the sole discretion of the Company and the period of debarment in no case shall be less than two (2) years.

23.0 BID OPENING AND EVALUATION

- 23.1 Company will open the Bids, including submission(s) made pursuant to para 22.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 23.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to para 22.2 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 23.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 23.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 23.5 To facilitate examination, evaluation and comparison of bids, the Company may, at its discretion, ask the Bidders for clarifications on their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. The Bidder has to categorically mention the name of authorized contact person for providing clarifications on their bids, along with his address, e-mail-id, Telephone & Mobile No. and Fax No. as per **PROFORMA-F of PART-4**. All the clarifications shall be duly signed by authorized person. Clarifications sought through e-mail should also be signed, scanned and sent in pdf format followed by confirmation in hard copy. Bidder must respond to clarification within the time limit as given by the Company.
- 23.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, 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 evidences.

23.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.

23.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.0 OPENING OF COMMERCIAL (PRICE) BIDS

24.1 Company will open the Price Bids (Commercial Bids) of the technically qualified Bidders only, on a specified date in presence of interested qualified bidders, if they attend. All such qualified Bidders will be intimated about the commercial bid opening date & time in advance.

24.2 The Company will examine the Price/rates quoted by the Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

24.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bids will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

25.0 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the closing rate of exchange (BC Selling market rate) declared by the State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currencies into Indian Rupees for the purpose of comparison to ascertain inter-se- ranking of all qualified bidders. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

26.0 EVALUATION AND COMPARISON OF BIDS :

The Company will evaluate and compare the bids as per Part-2, Section-I of the bidding document.

27.0 LOADING OF FOREIGN EXCHANGE:

There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

- 27.1 Exchange Rate Risk: Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency, Company will not be compensating for any exchange rate fluctuations in respect of the services.
- 27.2 Repatriation of Rupee Cost: In respect of foreign parties, rupee payments made on the basis of the accepted rupee component of their bids, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

28.0 CONTACTING THE COMPANY :

- 28.1 Except as otherwise provided in para 22.2 & 23.5 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 28.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

D. AWARD OF CONTRACT

29.0 AWARD CRITERIA:

The Company will award the Contract to the Contractor 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.

29.1 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

Company reserves the right to accept any bid and to reject any or all bids and/or to annul the bidding process in entirety, at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the ground for Company's action.

30.0 NOTIFICATION OF AWARD:

- 30.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax or e-mail (to be confirmed in writing by registered / courier letter) that his bid has been accepted.
- 30.2 The notification of award will constitute formation of the Contract.
- 30.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 31.0 herein below, the Company will promptly discharge the Bid Securities of all un-successful Bidders, pursuant to Clause 10.0 hereinabove.

31.0 **PERFORMANCE SECURITY :**

- 31.1 Within 15 (fifteen) days of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an

amount (7.5% of total evaluated contract cost) specified in the Covering Letter and in the Letter of Award (LOA) issued by Company as per Proforma-B (ref. Part-4) or in any other format acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

i) Any Nationalised / Scheduled Bank in India OR

ii) Any Indian branch of a Foreign Bank OR

iii) Any reputed foreign Bank having correspondent Bank in India

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

31.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 7.5% of contract value for the extended period and also to extend the validity of the performance security accordingly.

31.3 Failure of the successful bidder to comply with the requirements of para 31.1 or 31.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

INVOCATION OF PERFORMANCE BANK GUARANTEE

31.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

31.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilise the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

SIGNING OF CONTRACT:

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

32.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the Contract and return it to the Company. Till the Contract is signed, the LOA issued to the successful bidder shall remain binding on the parties.

- 32.3 In the event of failure on the part of the successful Bidder to sign the Contract within the period specified above or any other time period specified by Company, the Company reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

33.0 **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 debarred for a period of 3 (three) years from the date of detection of such fraudulent act besides the legal action.

34.0 **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.

35.0 **MOBILIZATION ADVANCE PAYMENT:**

- 35.1 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. However, any mobilization advance shall be given in two phases – 50% of mobilization charges before shipment of materials, equipment & tools etc. and rest 50% after the shipment is completed.
- 35.2 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.
- 35.3 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.

36.0 **LOCAL CONDITIONS:**

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

No request will be considered for clarifications from the Company (OIL)

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

(END OF SECTION – II)

(End of Part – 1)

Part-2

SECTION-I

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

I. BID REJECTION CRITERIA

The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. 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.

1.0 TECHNICAL

1.1 The Bidders must meet the following experience criteria.

- (i) Bidders must have successfully completed one (1) project of Aeromagnetic Survey (i.e Acquisition, Processing & Interpretation) of minimum 500 Line Kilometres (LKM) of data in the last five (5) years ending last day of the month previous to the one in which bids are invited. Bidders must submit successful completion certificate of the projects from the clients as documentary evidence in support of their experiences.
- (ii) Foreign Bidders: Overseas Bidders must have successfully carried out a minimum of two (2) projects of Aeromagnetic Survey (i.e. Acquisition, Processing & Interpretation) in two (2) countries other than the country of origin as on the last day of the month previous to the one in which bids are invited, provided they meet the experience criteria mentioned in sub-clause (i) above.

Or

Overseas bidders should have successfully completed at least one (1) project of Aeromagnetic Survey (i.e Acquisition, Processing & Interpretation) in India, provided they meet the experience criteria mentioned in sub-clause (i) above.

Bidders must submit documentary evidence from clients in support of their experiences.

- 1.2 (i) In case the bidder is an Indian Company/Indian Joint Venture Company, either the Indian Company/Indian Joint Venture Company or its Technical Collaborator/ Joint venture partner must meet the criteria under clause 1.1(i) above. In case the Joint Venture Partner(s)/Collaborator(s) is/are of foreign origin, they are to meet the experience criteria set in clause 1.1 (ii) above in addition to others, otherwise the same is exempted for Indian JV Partner(s)/Collaborator(s).
- (ii) 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 alongwith the Technical Bid, in support of the experience criteria laid down above.

- (iii) In case the Bidder is a Consortium of Companies, the following requirements must be satisfied by the Bidder:
 - a) The leader of the consortium must satisfy the minimum experience requirement as per clause 1.1 above.
 - b) The leader of the consortium must confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of this tender. This confirmation must be submitted along with the technical bid.
 - c) All the members of the consortium must undertake in the Memorandum of Understanding (MOU) that each party shall be jointly and severally liable to the Company for any and all obligations and responsibilities arising out of this contract.
- iv) Indian Companies/Joint Venture Companies: Indian bidder whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening.
- v) 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 under the scope of work.
- (vi) 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.
- (vii) Joint venture partnership / collaboration, with a firm bidding as an independent identity against this tender, will not be accepted.
- (i) Any party who is extending technical support by way of entering into technical collaboration with another party, shall not be allowed to submit an independent Bid against the tender and such bids shall be rejected straightway. Further all bids from parties with technical collaboration support from the same Principal will be rejected.
- (ix) Offers of those bidders who themselves do not meet experience criteria as stipulated as per clause 1.1 above can also be considered provided the bidder is 100% subsidiary company of the parent company which itself meets the experience criteria vide clause 1.1 above. In that case, as the

subsidiary company is dependent upon the experience of the parent company, with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder must enclose an agreement as per format enclosed vide Appendix-I between the parent and the subsidiary company and Corporate Guarantee as per format enclosed at Appendix-II from the parent company to OIL for fulfilling the obligations under the agreement.

OIL approves in-principle to consider the bids of parent/subsidiary company(ies) based on experience/capabilities of any of them, provided all the companies referred to in the bid are controlled by a single parent company and they agree for joint and several responsibility including Corporate Guarantee for successful execution of the contract.

- (x) In case of bidder and/or its technical collaborator and / or its joint venture partner and / or its consortium member is a foreign company and its offer is found technically acceptable, then OIL will seek clearance of appropriate Government Authorities (wherever applicable) before opening of price bids. Corresponding to the receipt of clearance, the price bids will be opened.

Such bidders must submit all required details/documents to OIL alongwith their un-priced technical bid for seeking clearance. Bidder is required to confirm specific acceptance of this clause in their technical bid.

- 1.3 The bidder must have average annual financial turnover of at least of Rs 104 lakhs (or equivalent in foreign currency) in the last three years as per the Audited Annual Reports. For Bid from Consortium of Companies, any of the consortium member individually shall have to meet the above financial turnover criteria. The bidder has to submit the Audited Annual Report of last three years as supporting documentary evidence.

However, in case of global vendors where audit of annual accounts is not mandatory every year as per the prevailing laws of their land, the annual accounts duly signed & certified by authorized Company representative and duly appointed person for the auditing of annual accounts will be acceptable. Bidder shall submit documentary evidence in support that Audit of Annual Account is not mandatory in their country.

- 1.4 The bidder must have successfully completed Aeromagnetic Survey (i.e. Acquisition, Processing & Interpretation) in the last seven years ending last day of the month previous to the one in which bids are invited as mentioned below.
 - (i) Three (3) projects of Aeromagnetic Survey (i.e. Acquisition, Processing & Interpretation) each costing not less than Rs 138 lakhs (or equivalent in foreign currency).

Or

- (ii) Two (2) projects of Aeromagnetic Survey (i.e. Acquisition, Processing & Interpretation) each costing not less than Rs 173 lakhs (or equivalent in foreign currency).

Or

- (iii) One (1) project of Aeromagnetic Survey (i.e. Acquisition, Processing & Interpretation) costing not less than Rs 276 lakhs (or equivalent in foreign currency).

The bidder has to provide documentary evidence in support of the above from the clients clearly mentioning the value of job done (in Indian Rupees or foreign currency), date of completion of project and type of services of the project completed by the bidder.

- 1.5 The bids will be technically evaluated based on the requirements furnished in Part-3, Section-IV (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.
- 1.6 The years of experience for key personnel offered are specified in Annexure-I of Part-3, Section –IV (Scope of Work/Terms of Reference). Bids shall be rejected if the key personnel offered do not meet the specified requirement.
- 1.7 The mobilisation of Aircraft, Equipment, Crew etc. shall be completed by the Contractor within a maximum period of 45 days after obtaining all necessary clearances including DGCA and Defence clearances for operating in the area. Mobilization shall be deemed to be completed when the Contractor's personnel and equipment arrive at the site, equipment are fully tested & calibrated and commence the survey operation. The date on which data acquisition operation starts will be treated as date of completion of mobilization. Bidders must provide categorical confirmation of their capability and intent to meet this timing in their Technical Bid otherwise their Bid will be rejected.
- 1.8 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, processing and interpretation. 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.

2.0 COMMERCIAL

- 2.1 Bids are invited under Single Stage Two Bid System i.e. Technical Bid (Un-priced) and Commercial Bid (Priced) separately. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the online Commercial Bid Format.
- 2.2 In Technical Bid opening, only the Collaboration Folder (C folder) will be opened. Therefore, the bidder should ensure that Technical Bid is uploaded in the C-folder link (collaboration link) under un-priced Bid Tab Page only. No price should be given in above C-folder, otherwise the offer will be rejected. Please go

through the help document provided in OIL's e-Portal, in details before uploading the documents.

- 2.3 Prices/Rates should be maintained in the "online price schedule" only. The rates quoted in the "online price schedule" will only be considered.
- 2.4 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.
- 2.5 Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. The amount of Bid Security shall be as specified in the "Forwarding Letter". Scanned copy of this Bid Security should also be submitted / uploaded online along with the un-priced (Technical) Bid. Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender.
- 2.6 Bids received in physical form, but not uploaded in OIL's e-Tender Portal will be rejected.
- 2.7 Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (PROFORMA-II), otherwise the Bid will be rejected. 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/item, 'NIL' should be mentioned against such part of work.
- 2.8 Bids received by Company after the bid closing date and time will be rejected.
- 2.9 USER ID and Password are not transferable. Offers made by bidders who have not been issued USER ID and Password by the Company will be rejected.
- 2.10 In a tender either the Indian agent on behalf of Principal/OEM or Principal /OEM itself can bid, but both cannot bid simultaneously for the same item/product or services in the same tender.

If agent submits bid on behalf of the Principal/OEM , the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product or service.
- 2.11 Any Bid containing a false statement shall be rejected.
- 2.12 The Bids and all uploaded documents must be digitally signed using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 2.13 Contractor shall bear, within their quoted rates, 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.

- 2.14 The lumpsum Mobilization Charges quoted by the Bidders must not exceed 10 % (ten percent) of the total evaluated Contract value, failing which the offer will be rejected.
- 2.15 There must be no exception to the following Clauses including sub-clauses, otherwise the Bid will be rejected:
- Performance Guarantee Bond Clause
 - Tax liabilities Clause
 - Insurance Clause
 - Force Majeure Clause
 - Termination Clause
 - Arbitration Clause
 - Liability Clause
 - Applicable Law Clause

3.0 GENERAL

- 3.1 The compliance statement (enclosed PROFORMA – I) should be digitally signed and uploaded along with the technical bid (un-priced). In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.
- 3.2 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/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 3.3 If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.
- 3.4 Any exception or deviation to the tender requirements must be tabulated in PROFORMA-I of this Section by the Bidder in their Technical Bid only. Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the Tender.
- 3.5 The Integrity Pact Proforma-III must be returned by the Bidder (along with their Technical Bid) duly signed digitally by the same signatory who signs the Bid. Bid not accompanied by the Integrity Pact Proforma duly signed digitally shall be rejected.
- 3.6 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

II. BID EVALUATION CRITERIA (BEC)

The bids conforming to the Scope of Work, Terms and Conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria described hereunder.

- 1.0 Commercial Bids (Price Bids) of only the technically qualified bidders will be opened on a predetermined date and the same will be evaluated taking in to account the sum total cost of all components quoted by the bidders as per Price Bid Format (PROFORMA – II) and the contract will be awarded to the lowest evaluated bidder.
- 2.0 It is, however, to be clearly understood that the assumptions made in respect of the quantity of various items in the Price Bid Format (PROFORMA-II) are only for the purpose of evaluation of the bids. The Contractor will 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.
- 3.0 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. Any bidder who does not accept the said correction procedure, their bid will be rejected.”
- 4.0 For evaluation of the bids, B.C. Selling market rate of State Bank of India prevailing one day prior to the price bid opening will be considered. Where the time lag between the price bid opening and final decision exceeds three months, the rate of exchange prevailed on the date prior to the date of final decision will be adopted for Conversion in to single currency.
- 5.0 Customs Duty: Customs Duty will not be considered for evaluation of the offers, since imports under this contract are presently exempted from payment of Customs Duty as the proposed survey shall be carried out in NELP Block awarded to Company after 01.04.1999.

Note : For conversion in to equivalent currency as required under para 1.3 and 1.4 of **BRC- 1. Technical**, B.C Selling (market) rate declared by State Bank of India, one day prior to the scheduled bid closing date will be considered.

PROFORMA - I

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.

PRICE BID FORMAT**SUMMARY OF RATES TO BE QUOTED BY THE BIDDER FOR ACQUISITION, PROCESSING AND INTERPRETATION OF AIRBORNE MAGNETIC DATA**

ITEM	UNIT	QTY.	UNIT PRICE (Pls Specify Currency)	TOTAL PRICE (Pls Specify Currency)
Mobilisation Charge = A	Lump sum	1	A	A x 1
API of Aeromagnetic data				
Charges for LKM of Acquisition and processing of Aero Magnetic data = M1	LKM	7200	m1	m1 x 7200
Interpretation of Aeromagnetic data = M2	Lump sum	1	m2	m2 x 1
Total charges for API of Aeromagnetic data =B			M1 + M2	
Demobilisation charge = C	Lump sum	1	C	C x 1
Total Estimated Contract Value = T			A + B + C	

NOTES:-

i) The items referred above are to be read in conjunction with Part-3,Section-IV.

ii) All taxes and levies etc. excluding Service Tax will be borne by the Contractor. The quoted price shall be exclusive of Service tax. Service Tax as applicable shall be on Company's account. However, liability for payment of the Service Tax in case of Indian bidder and overseas bidder having offices in India will lie on the Contractor, else in case of foreign bidders, the liability shall lie on the Company.

iii) 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**' should be mentioned against such part of work.

(iv) The quantities considered above are for bid evaluation purposes only. Payment will be made on the basis of actual job execution.

(v) The lumpsum Mobilisation Charges must not be quoted more than 10% of the Total evaluated contract value failing which the bid will be rejected.

Authorized Person's Signature: _____

Name: _____

APPENDIX-I

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

This agreement made this _____ day of _____ month _____ year by and between M/s _____ (Bidder's particular) _____ hereinafter referred to as bidder of the first part and M/s _____ (Parent Company's particulars) herein after referred to as "Parent Company" on the other part, whereas M/s Oil India Limited (herein referred to as OIL) has invited offers vide their tender no. _____ for _____ and whereas M/s _____ (Bidder) intends to bid against the said tender and desires to have a financial and technical support of M/s _____ (Parent Company) and whereas parent company represents that they have gone through and understand the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

M/s _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarification etc. in this context.

M/s _____ (Parent Company) as a sub-contractor undertakes to provide financial, technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the scope of work of the tender/contract for which offer has been made by the Parent Company and accepted by the bidder.

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

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.

It is further agreed that for the performance of work during contract period bidder and parent company shall be jointly and severally responsible to OIL for satisfactory execution of the contract.

However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

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

For and on behalf of
(Bidder)
M/s -----

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

Witness:

- 1)
- 2)

- 1)
- 2)

PARENT COMPANY GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at..... this..... day of 2014

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

WHEREAS

M/s Oil India Limited, a company duly registered under the companies Act 1956, having its Registered Office at Duliajan, Dist: Dibrugarh, Assam-786602, India and having Corporate Office at Plot No. 19, Sector-16A, Noida, UP hereinafter called “Company” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender no..... for on.....

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

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

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

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

The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Contractor of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Company, take-up the job without any demur or obligation, in continuation and without loss of time and without any cost to the Company and duly perform the obligations of the Contractor to the satisfaction of the Company. In case the guarantor also fails to discharge its obligations herein and complete the job satisfactorily, Company shall have absolute rights for

effecting the execution of the job from any other person at the risks and costs of the Guarantor.

The Guarantor also undertakes to make good any loss that may be caused to the Company for non-performance or unsatisfactorily performance by the Guarantor or the Contractor of any of their obligations.

The Guarantor agrees that the Guarantee herein contain shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Contractor.

The Guarantor shall be jointly with the Contractor as also severally responsible for satisfactory performance of the contract entered between the Contractor and the Company.

The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Contractor and the Company i.e. upto and in no event shall be Guarantor's liability hereunder, either in its capacity of Guarantor or as a Contractor should it perform the contract in the event of the Contractor's non-performance as per point 1 hereinabove, exceed that of the Contractor under the mutually agreed contract awarded to the Contractor. This will, however, be in addition to the forfeiture of the Performances Guarantees furnished by the Contractor.

The Guarantor represents that the Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the government and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

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.

The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

The Guarantor represents and confirms that the guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf on (Parent Company)

M/s _____

Witness:

1.

2.

*strikeout, if not applicable

&&&&&&&&

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for ----- . 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 5** substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

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

Section 5 -Previous transgression

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

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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

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

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

Section: 8 -External Independent Monitor/Monitors

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

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

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

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

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

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Noida.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. JODHPUR.

Date

NAME OF INDEPENDENT EXTERNAL MONITORS:

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

END OF SECTION-I
(End of Part – 2)

Part- 3

SECTION – I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "Approval" as it relates to Company, means written approval;
- (b) "Company" or "OIL" means Oil India Limited;
- (c) "Company's items" means the equipment, materials and services, which are to be provided by Company at the expense of Company and listed in the Contract;
- (d) "Company's Personnel" means the personnel to be provided by Oil India Limited (OIL) or OIL's contractor (other than the Contractor executing this Contract). The Company representatives of OIL and Consultant deployed by OIL for supervision of operations are also included in the Company's personnel;
- (e) "Contract" means agreement entered into between Company and Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (f) "Contractor" means the individual or firm or Body incorporated performing the work under this Contract;
- (g) "Contractor's items" means the equipment, materials and services, which are to be provided by Contractor or to be provided by Company at the expense of the Contractor, which are listed in Tender Document under Terms of Reference and Technical Specifications;
- (h) "Contractor's Personnel" means the personnel to be engaged by the Contractor from time to time to provide services as per the contract;
- (i) "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs;
- (j) "Party" means either the Company or Contractor as the context so permits and, as expressed in the plural, shall mean the Company and Contractor collectively;
- (k) "Site" means the land and other places, on/under/ in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site;
- (l) "Work" means each and every activity required for the successful performance of the services described in Tender Document under, the Terms of Reference.
- (m) "Company Representative" means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management purpose.

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

- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the Date Company notifies Contractor in writing that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract. The rates, terms and conditions of the contract shall continue till completion of jobs including the extension period, if any.
- 2.2 The mobilization of all equipment and personnel for data acquisition shall commence from the date of issue of the firm "Letter of Award" by Company to Contractor confirming award of Contract and continue till the entire equipment/ tools/personnel are properly positioned at operation site and acquisition of Airborne Magnetic Data is actually started in the field.
- 2.3 The successful bidder must mobilize and commence operation within 45 days from the date of receipt of all necessary clearances including DGCA and Defence clearances for operating in the area. Mobilization shall be deemed to be completed when all personnel, equipment, tools, consumables and survey crew are mobilized and also the equipment are fully tested & calibrated and acquisition of Airborne Magnetic Data is actually started in the field. **The mobilization period of 45 days would be counted from the date of receipt of all necessary clearances including DGCA and Defence clearances for operating in the area.**
- 2.4 The date on which the mobilization as above is completed and the crew starts acquisition of Airborne Magnetic Data actually in the field will be treated as the date of Commencement.
- 2.5 In case, if the Defence/DGCA Clearance is given for part or some parts of the Block area and technical objective of carrying the Aero-Magnetic Survey is not going to be achieved, then the Contract will be terminated automatically.

3.0 **WORK COMPLETION TIME:**

- 3.1 The data acquisition, processing & interpretation must be completed within three (3) months from the date of completion of Mobilisation. The total time frame for the entire work i.e. Mobilisation, Acquisition, Processing & Interpretation of the data, presentation and submission of final reports is six (6) months from the date of notification of award of the Contract (LOA) issued by Company.
- 3.2 The contractor shall submit a detailed technical report covering all aspects of data acquisition, data processing and interpretation. Two copies of the draft report shall be submitted to OIL within three (3) weeks from the completion of the work (i.e. Completion of Data Acquisition, Processing & Interpretation) for OIL's comments and suggestions. A technical presentation shall be made at OIL's office at Jodhpur within one (1) week of the submission of the draft report. The final report (5 hard copies and 2 soft copies) incorporating the comments made on the draft report and points / issues raised by OIL during the technical presentation shall be submitted within two (2) weeks of the presentation. The contractor is required to submit the final reports of the

Aero magnetic survey at Geosciences office, Oil India Limited, Jodhpur, Rajasthan.

4.0 LIQUIDATED DAMAGES & PENALTY FOR DEFAULT IN TIMELY COMPLETION:

LIQUIDATED DAMAGES:

- 4.1 In the event of the Contractor's default in timely mobilization as defined in para 2.3 above for commencement of Aeromagnetic survey within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of the total value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven and half percent) of total estimated contract value. Liquidated damages will be reckoned after 45 days from the date of receipt of all necessary clearances including DGCA and Defence clearances for operating in the area. The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to mobilize and commence operation within the stipulated period.
- 4.2 In the event of the Contractor's failure to complete Data Acquisition, Processing & Interpretation (API) within the specified time frame of three (03) months from the date of completion of mobilization, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of the total value of the contract for delay per week or part thereof, subject to maximum of 7.5% (seven and half percent) of total estimated contract value. Liquidated damages will be reckoned after three (03) months from the date of completion of mobilization.
- 4.3 However, in any case the sum of total amount of Liquidated Damages, payable if any against this agreement under provision of Clause No. 4.1 and 4.2 above together, will not exceed 7.5 % of total evaluated agreement value. Liquidated Damages as set forth above is the genuine pre-estimate agreed by both the parties for the damages on account of delay in job execution and Company may without prejudice to any other right or remedy available to it, recover the amount so calculated from Contractor as agreed liquidated damages and not by way of penalty.

5.0 GENERAL OBLIGATIONS OF CONTRACTOR:

The Contractor shall, in accordance with and subject to the terms and conditions of this contract;

- 5.1 Perform the work described in the Terms of Reference /Scope of Works vide Part-3, Section –IV in most efficient and cost effective manner adhering to the agreed time schedule.
- 5.2 Except as otherwise provided in this contract, deploy all equipment/tools/materials and requisite manpower to perform the assigned work.

- 5.3 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.
- 5.4 Contractor shall be deemed to have satisfied themselves 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.
- 5.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of obligations.

6.0 GENERAL OBLIGATIONS OF COMPANY:

Company shall, in accordance with and subject to the terms and conditions of the contract;

- 6.1 Pay Contractor from time to time the amount calculated on the basis of jobs executed and rates as agreed.
- 6.2 Allow Contractor and their personnel access, subject to normal security and safety procedures to all areas as required for orderly performance of work.
- 6.3 Perform all other obligations of Company required by the terms of the contract.

7.0 PAYMENT TERMS:

- 7.1 Company shall pay to the Contractor during the term of the contract the amount due from time to time calculated according to the agreed rates/prices and in accordance with other provision thereof against submission of Invoices by Contractor as detailed below. No other payments shall be due from Company unless specifically provided for in the contract or agreed to in writing by Company.
- 7.2 All payments due by Company to Contractor hereunder shall be made at Contractor's designated bank through electronic mode. However, bank charges, if any, shall be to the account of the Contractor.
- 7.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein provided Company within one year after the date of receipt of any such invoices, shall make and deliver to Contractor written notice of objection to any item or items, the validity of which the Company questions.

8.0 SUBMISSION OF INVOICES BY CONTRACTOR FOR PAYMENT BY COMPANY:

- 8.1 Contractor shall submit four original sets of all invoices (including invoices for Mobilisation and Demobilisation charges as payable) to the Company in its office at Jodhpur (GEOSCIENCE Department) for processing payment,

separate invoice for the charges payable under the contract shall be submitted by the Contractor for Foreign currency and Indian currency, if any.

- 8.2 Payment of invoices, if undisputed shall be made within 45 days following the date of receipt of invoice by Company, excepting for the first two invoices where some delay (up to 30 days) beyond 45 days may occur due to involvement of protracted Govt. formalities/clearances etc..
- 8.3 Invoice for Mobilisation Charges, if any, should be submitted only after commencement of actual data acquisition in the field upon completion of Mobilisation in all respect as defined in the contract.
- 8.4 The Contractor shall raise invoice for demobilization of survey crew & equipment after completion of demobilization.
- 8.5 The Contractor shall raise one time invoice for data Acquisition & Processing charges on completion of data acquisition & processing including submission of deliverables & processing report.
- 8.6 The Contractor shall raise one time invoice for data Interpretation charges on completion of data interpretation including submission of deliverables & interpretation report.
- 8.7 Company shall within 30 days of receipt of the invoices notify the Contractor of any items 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 rights to question the validity of the charge at a later date as envisaged in clause 8.3 above.
- 8.8 The acceptance by Contractor of part payment of any bill not paid on or before the due date shall not be deemed a Waiver of Contractor's right in respect of any other billings, the payment of which may then or thereafter be due.
- 8.9 Payment for Demobilisation Charges, if any, will be paid after completion of Contractor's all obligations including submission of final reports and acceptance of same by Company. Contractor will have to furnish the following documents to the Company, if sought for, at the time of demobilization, prior to Company releases the payment against Contractor's final bill/invoice.
 - i) Audited account up to completion of the contract.
 - ii) Tax audit report for the above period as required under the Indian Tax Laws.
 - iii) Documentary evidences regarding the submission of returns and payment to taxes for expatriate personnel engaged by Contractor or its sub-Contractor.
 - iv) Proof of re-export of all items (excepting consumables consumed during the contract period) and also cancellation of re-export bond, if any.
 - v) No dues certificate from the District Transport Authorities.

- vi) Any other documents as required by applicable Indian Laws.
- 8.10 Income tax will be deducted at source from the invoice at the applicable rates as per Indian Law.
- 8.11 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based, for 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/objections.
- 8.12 Contractor shall maintain an Attendance Register to record day-to-day attendance of all the labourers engaged by them for verification by Labour Department.

9.0 TAXES AND LEVIES:

- 9.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payment received under the contract will be on Contractor's account.
- 9.2 Taxes will be deducted at source from all payments released to the Contractor, both in foreign currency and non-convertible Indian Rupees at the specified rate of income tax as per the provisions of Indian Income Tax Act.
- 9.3 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed in India.
- 9.4 Contractor shall furnish to the Company, if and when called upon to do so, relevant statements of accounts or any other information pertaining to work done under this Contract for submitting the same to the tax authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated time to the appropriate authority.
- 9.5 Prior to start of Survey operations under the Contract, Contractor shall furnish to Company necessary documents, as asked for by 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 Contractor.
- 9.6 Tax clearance certificate for personnel tax, corporate taxes and service tax shall be obtained by the Contractor from appropriate Indian tax authorities as required, and furnish to Company, if asked for.
- 9.7 Corporate and personnel taxes on Contractor and Contractor's sub-contractors shall be the liability of the Contractor and Company shall not be held responsible on this account.
- 9.8 All local and Central Taxes, levies, R&D cess, duties and Octroi etc. on the purchases and sales made in India by Contractor or on the Sales made by Contractor to Company if any, shall be borne by Contractor.

10.0 CUSTOMS DUTY:

- 10.1 Company shall assist the Contractor to the extent permissible for import of equipment, materials, consumables etc., and to avail any customs duty concession/exemption as applicable from time to time for execution of this contract. As per existing Government policy/guidelines, if the goods are imported for use in Petroleum Operations, the applicable custom duty rate is Nil (Ref. Notification No. 21/2002 dated 01.03.2002 and as amended by corrigendum No. 26/2003-Customs dated 01.03.2003 and as amended vide Notification No. 12/2012-Customs dated 17.03.2012). Company shall provide all reasonable assistance viz., recommendatory letter for obtaining Essentiality Certificate for availing nil/concessional rate of custom duty, but the responsibility for clearance will rest with the Contractor. Any demurrage in this process will be at Contractor's cost. Contractor's request for any documentary assistance from the Company shall be made well in time. Contractor should submit the import invoice(s) clearly indicating list of items with FOB/CIF value required to be imported in connection with the survey work at least 15 days in advance.
- 10.2 However, port clearance, both for import and re-export of the equipment, accessories and spares/consumables for the survey including payment of duties/charges will be the sole responsibility of the Contractor and will be to Contractor's account.
- 10.3 Customs Duties or other duties on imports or any other charges or duties on personal effects of Contractor's and their sub-contractor's employees, will be at Contractor's cost.
- 10.4 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 the operations under this contract) are re-exported out of India and take appropriate action to ensure that the re-export bonds executed by the Company are redeemed within the shortest possible time. The payment against the last monthly invoice will be released by the Company only after completion of the above.

11.0 SUBSEQUENTLY ENACTED LAWS:

- 11.1 Subsequent to date of bid submission, if there is a change in or enactment of any law or interpretation of existing law which results in an additional cost/reduction in cost under the contract to Contractor such as but not limited to Corporate tax, Local taxes, Octroi, Sales tax, Levies etc., the additional cost/reduction in cost shall be reimbursed by Company to Contractor or by Contractor to Company as the case may be.

12.0 INSURANCE:

- 12.1 Contractor shall arrange comprehensive insurance to cover all risks in respect of their personnel, materials and equipment belonging to Contractor or its sub-contractor during the currency of the contract.

- 12.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- a) Comprehensive workmen compensation insurance as required by the laws of the country of origin of employer, employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage to property. This insurance must cover all operations of Contractor required to fulfill the provisions under this Contract.
 - d) Contractor's equipment provided by the Contractor for performance of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits as per Indian Insurance Regulations.
 - f) Public liability insurance as required under Public Liability Insurance Act.
- 12.3 Contractor will obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Company's account.
- 12.4 Any deductibles set forth in any of the above insurance shall be borne by Contractor.
- 12.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies relating to Contractor's operations hereunder indicating:
- (a) Kinds and amount of insurance as required herein
 - b) Insurance company or companies carrying the aforesaid coverage
 - c) Effective and expiry dates of policies
 - d) Territorial limits of the policies.
- 12.6 If any of the above policies expire or is cancelled during the term of this Contract and Contractor fails for any reason to renew such policies, then Company will renew/replace the same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor hereunder for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 12.7 Contractor shall require all of their sub-contractors to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this

Contract and inform Company about the coverage prior to the commencement of agreements with its sub-Contractor.

- 12.8 All insurances taken out by Contractor or their sub-contractors shall be endorsed to provide that the underwriters waive their rights of recourse on Company.

13.0 APPLICABLE LAWS:

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

- 13.2 Contractor shall ensure full compliance of various Indian Laws and statutory regulations 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:

- (i) Mines Act - as applicable to safety and employment conditions.
- (ii) Oil Mines Regulations, 1984.
- (iii) Workmen's Compensation Act.
- (iv) Payment of Wages Act.
- (v) Payment of Bonus Act, 1965.
- (vi) Contract Labour (Regulation & Abolition) Act, 1970.
- (vii) Employees Provident Fund and Family Pension Scheme.
- (viii) Interstate Migrant Workmen Act, 1979 (Regulation of employment and conditions of service).
- (ix) Income Tax Act & Sales Tax Act
- (x) Customs and Excise Act & Rules
- (xi) Insurance Act

14.0 WITH-HOLDING:

- 14.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:

- a) For non-completion of jobs assigned as per Section-V.
- b) Contractor's indebtedness arising out of execution of this contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages, compensation and injuries, and / or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for

which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

- j) With-holding will also be effected on account of the following :
 - (i) Garnishee order issued by a Court of Law in India.
 - (ii) Income tax deductible at source according to law prevalent from time to time in the country.
 - (iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.

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

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

15.0 SET OFF:

15.1 Any sum of money due or payable to the Contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

16.0 WARRANTY AND REMEDY OF DEFECTS:

16.1 Contractor warrants that it shall perform the work in a first class, workmanlike and professional manner and that all work shall be performed in accordance with the highest quality, efficiency and current state-of-the-art oilfield 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 Contractor.

17.0 USE OF CONTRACT DOCUMENTS AND INFORMATION:

17.1 Contractor shall not, without Company's written consent disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the Contract. Disclosure to any such

employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

17.2 Contractor, shall not, without Company's prior written consent, make use of any document or information except for purpose of performing the Contract.

17.3 Any document provided by the Company other than the Contract itself shall 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.

18.0 GRANTING OF PRICE PREFERENCE TO DOMESTIC BIDDERS (APPLICABLE TO ICB TENDERS ONLY):

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

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

18.2 For meeting the criteria at (c) above, domestic bidders should obtain a certificate in original from practicing Statutory Auditor engaged by them for auditing their annual accounts, which could establish that not more than 80% of the works measured in terms of value has been sub-contracted to Foreign contractors. The original certificate indicating various sub-contracting details in percentage terms as well as in absolute value should be submitted in the priced bid. However, a copy of the Statutory Auditor's certificate indicating various sub-contracting details in percentage terms only and with price details should be submitted in the un-priced bid.

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

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

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

END OF SECTION-I

Part-3

SECTION – II

SPECIAL TERMS & CONDITIONS OF CONTRACT

1.0 ASSOCIATION OF COMPANY'S PERSONNEL:

- 1.1 Company's geophysicists/geologists may be associated with the work throughout. The Contractor shall execute the work with professional competence and in an efficient and workman-like manner and provide Company with a standard of work customarily provided by contractors of international repute.

2.0 PROVISION OF PERSONNEL AND FACILITIES:

- 2.1 The Contractor shall provide the Key personnel, as given in **Annexure-I of Part-3, Section-IV**.
- 2.2 All the personnel mentioned in **Annexure-I of Part-3, Section-IV** 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.
- 2.3 The contractor shall be responsible for, and shall provide for all requirements of his personnel and of his sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, at no extra charge to the Company.

- 3.0 **CONFIDENTIALITY OF INFORMATION:** All information obtained by Contractor in the conduct of work and the information/maps provided by the Company to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

4.0 OBLIGATIONS OF THE CONTRACTOR:

- 4.1 Contractor shall arrange for its own infrastructure facilities including transportation of equipment, crew etc. at operation site for work at their own expense.
- 4.2 All deliverables mentioned in Clause 6.0 of Part-3, Section-IV will be provided to Company at no extra cost.
- 4.3 Contractor shall use latest versions of software packages for processing and Interpretation during the period of the contract.

- 4.4 Any other work required for efficient and successful execution of work shall be carried out by the contractor except those enumerated under the obligations of the Company defined in para 5.0 below.
- 4.5 Contractor's expatriate and technical personnel must have thorough knowledge of English.
- 4.6 Contractor's personnel must have specified experience to provide above services in professional manner failing which Company reserves the right to ask for removal of contractor's any personnel with 24 hours notice.
- 4.7 Company may depute two (2) geoscientists during the data processing and interpretation jobs on rotation basis. Contractor must provide adequate office space for the Company representatives involved during processing and interpretation. They also must provide fax, telephone and internet facilities to Company representatives at their office.
- 4.8 Contractor shall arrange for collection and air-shipment/dispatch of data to his processing and interpretation centre. However, Company will provide necessary support to obtain necessary clearances from authorities from Government of India, if required.
- 4.9 Contractor will be required to make presentation after completion of interpretation job at Jodhpur, Rajasthan as specified in Clause No. 5.0 of Part-3, Section-IV.
- 4.10 Contractor shall follow all health, safety and environment norms as prevalent in the geophysical industry globally.
- 4.11 The Contractor shall furnish the list with Bio-data of key personnel proposed to be deployed prior to the commencement of work. The bio-data shall include the name, nationality, qualification, experience and passport details of the person.
- 4.12 **Defence/DGCA Clearance: Contractor shall obtain all necessary clearances including DGCA and Defence clearances for operating in the area of work. However the administrative help shall be provided by the company.**
- 4.13 In case, if the Defence/DGCA Clearance is given for part or some parts of the Block area and technical objective of carrying the Aero-Magnetic Survey is not going to be achieved, then the Contract will be terminated automatically.

5.0 **OBLIGATIONS OF THE COMPANY:**

- 5.1 Company shall be responsible for Petroleum Exploration License (PEL) for carrying out the work. Administrative help will be provided by the Company for clearances and permits required from Govt. of India, if any, for the execution of the work, provided the bidder shall make available the required details for the permits well in time.

- 5.2 Company shall organize all possible help from local Government/ Administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.
- 6.0 **COMPLETION OF DEMOBILIZATION:** Demobilization shall be completed by Contractor within 30 days of expiry/termination of the contract. After the completion of work, all equipment, accessories etc. brought into India on re-export basis shall be re-exported by Contractor except consumables and spares. In case of failure to do so in the allotted time hereof except under circumstances relating to Force majeure, Company reserves the right to withhold the estimated amount equivalent to the customs duty and/or penalty leviable by customs on such default in re-export from Contractor's final settlement of bills. In the event all/part of the equipment etc. are transferred by contractor within the country to an area where no nil customs duty is applicable and/or sold to a third party after obtaining permission from company and other appropriate government clearance in India, then Contractor shall be fully liable for payment of the custom duty.
- 7.0 **The bidder should confirm that they would be able to mobilize/commence the work within 45 (forty five) days after obtaining all necessary clearances including DGCA and Defence clearances for operating in the area.**
- 8.0 **Time is the essence of the contract. The entire work including Mobilisation, Acquisition, Processing & Interpretation of the data, presentation and submission of final reports must be completed in six (6) months after obtaining all necessary clearances including DGCA and Defence clearances for operating in the area. The contractor is required to submit copies final report and deliverables at OIL's office at Jodhpur.**
- 9.0 **LIABILITY:**
- 9.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, contractors, or subcontractors, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damage to the equipment and/or loss or damage to the property of Contractor and/or its contractors or sub-contractors, irrespective of how such loss or damage is caused unless caused by willful and gross 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 loss or damage and any suit, claim or expense resulting there-from.
- 9.2 Neither Company nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility what-so-ever for injury to, illness, or death of any employee of Contractor and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of Company or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there-from.

- 9.3 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or sub contractors shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss of or damage to the equipment and/or loss or damage to the property of Company and/or its contractors or sub-contractors, irrespective of how such loss or damage is caused unless caused by willful or gross 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 loss or damage and any suit, claim or expense resulting there-from.
- 9.4 Neither Contractor nor its servants, agents, nominees, assignees, contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury to, illness, or death of any employee of Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused unless caused by willful and gross 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 loss or damage and any suit, claim or expense resulting there-from.

10.0 INDEMNITY AGREEMENT:

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

11.0 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 causes of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

12.0 CHANGES:

- 12.1 During the performance of the work, Company may make a change in the work within the general scope of the contract including, but not limited to, changes in methodology and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be effected by written change order signed by Company.
- 12.2 If a change results in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Upon review of Contractor's estimate, Company shall establish and set forth in the change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with the compensation or credit set forth in the change order, Contractor shall nevertheless perform the Work as changed, and the parties will resolve the dispute in accordance with Clause 10.0 hereunder. Contractor's performance of the Work as changed will not prejudice Contractor's request for additional compensation for Work performed under change order.

13.0 FORCE MAJEURE:

- 13.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 13.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within seventy two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 13.3 Should "Force Majeure" condition as stated above occur and should the same be notified within seventy two (72) hours after its occurrence the "force majeure" rate shall apply for the first ten days. Either party will have the right to terminate the contract if such "force majeure" condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of ten (10) days period unless otherwise agreed to.

14.0 TERMINATION:

- 14.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

14.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 13.0 above.

14.3 TERMINATION ON ACCOUNT OF INSOLVENCY

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's right and privileges hereunder, shall stand terminated forthwith.

14.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE

If the Company considers that the performance of the Contractor is unsatisfactory, or not up-to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving fifteen (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.

14.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

14.6 **CONSEQUENCES OF TERMINATION**

In all cases of termination herein set forth, the obligation of the Company to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

14.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days (not including force majeure delay). Company, at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

14.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

14.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the all above clauses and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except the payment for all services, personnel charges and other charges including demobilisation charges, if provided for in the contract, as per the Contract up to the date of termination.

14.10 In the event of termination of Contract, Company will issue Notice of Termination with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilise their personnel and materials.

15.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Indian Arbitration and Conciliation Act, 1996. The venue of Arbitration will be Jodhpur, Rajasthan, India. The award made in pursuance thereof shall be binding on the parties.

16.0 NOTICES:

16.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing to the applicable address specified below:

COMPANY
OIL INDIA LIMITED
2- A, DISTRICT SHOPPING CENTRE
SARASWATI NAGAR
BASNI,
JODHPUR-342005, RAJASTHAN
Fax No. 0291- 2727050

CONTRACTOR

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

17.0 SUBCONTRACTING:

17.1 Contractor shall not subcontract or assign, in whole or in part its obligations to perform under this Contract except with Company's prior written consent for hiring of labourers, vehicles, housekeeping services etc which will not be unreasonably withheld. Company will have the right to accept or reject any Sub Contractor so selected. It will be the contractor's responsibility to take written consent from the Company regarding the subcontracting prior to start of work.

17.2 Company shall have the right at any time to assign all or any part of its rights hereunder to related or affiliated or subsidiary company provided that such successor shall remain fully liable and responsible to Contractor and obligations imposed by the agreement.

17.3 Company will not allow any subcontracting pertaining to hiring of equipment, key personnel, and any part of the services as mentioned in Section-V (Scope of work/Terms of reference/ Technical Specification) of the tender document required for execution of this contract.

18.0 PATENT INFRINGEMENT:

18.1 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 defence of any action in which Company is a party defendant.

18.2 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 defence of any action in which Contractor is a party defendant.

19.0 MISCELLANEOUS PROVISIONS:

19.1 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.

19.2 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.

19.3 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.

19.4 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.

- 19.5 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.

20.0 RECORDS, REPORTS AND INSPECTION:

The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect equipment, all work performed and to witness and check the data, reports made in connection with the said work. The Contractor shall not, without Company's written consent allow any third person(s) access to the said work, or given out to any third person information in connection therewith.

21.0 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.

22.0 MOBILISATION ADVANCE PAYMENT:

- 22.1 Request for advance payment shall not be normally considered, however, depending on the merit and at the discretion of the Company advance against mobilization charges may be given at an interest rate of 1% above the prevailing lending cash credit rate of SBI compounding at quarterly rest from the date of payment of the advance till recovery /refund.
- 22.2 Advance payment if agreed by the Company shall be paid in minimum of two installments 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 two months beyond completion of mobilization date and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 22.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

23.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly 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.

24.0 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 willful misconduct or gross negligence.

25.0 INGRESS AND EGRESS AT LOCATION:

- 25.1 Company shall provide Contractor, if required, requisite certificates for obtaining rights of ingress to, egress from locations where jobs are to be performed, including any certificates required for 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).
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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.

26.0 **SAFETY:**

- 26.1 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.
- 26.2 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.

27.0 **RIGHTS AND PRIVILEGES OF COMPANY:**

- 27.1 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.
- 27.2 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 – II)

Part-3

SECTION-III

BID FORM AND SCHEDULE OF SERVICE/RATES

(A) BID FORM

Date :
Tender No. : CJG2856L14
To,
OIL INDIA LIMITED (RP)
2-A, District Shopping Centre
Saraswati Nagar, Basni
Jodhpur-342005, Rajasthan

Gentlemen,

Having examined the General and Special Conditions of the tender and the Scope of work/ 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 ----- months /days calculated from the date of receipt of all necessary clearances including DGCA and Defence clearances for operating in the area.

If our bid is accepted, we will obtain the guarantee of a Bank for a sum not exceeding ----- for the due performance of the Contract.

We agree to abide by the bid for a period of 120 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry 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 lowest or any bid you may receive.

Dated this _____ day of _____ 2014.

(SIGNATURE)

(In the capacity of)

Bidder's Name : _____
Bidder's address: _____

B) DESCRIPTION OF RATES/CHARGES:

Bidders must quote their rates strictly as per format provided vide Proforma-II of Part-2, Section-I.

1.0 DESCRIPTION OF CHARGES:

(a) CHARGE FOR MOBILIZATION:

- (i) All inclusive Mobilization Charges shall be quoted on lumpsum 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 the Contractor's personnel and equipment arrive at the site, equipment are fully tested & calibrated and commence the survey operation. The date on which data acquisition operation starts will be treated as date of completion of mobilization.
- 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, service taxes, port fees, customs clearance, inland transport to the designated site, insurance coverage, all types of clearances required for data acquisition including statutory clearances such as DGCA, Defence 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.

(b) RATE FOR DATA ACQUISITION & PROCESSING:

- i) Charges for data acquisition and processing shall be payable on Line kilometer (LKM) basis.
- ii) It shall include all the charges for the equipment /accessories, spares, consumables and charges of contractor's personnel.

(c) RATE FOR INTERPRETATION OF DATA:

- (i) Charges for interpretation shall be payable on lumpsum basis.
- (ii) Charges for interpretation shall include submission of reports with recommendations. Charges shall also include the cost of deliverables, reports and presentation at OIL's office, Jodhpur.

(d) RATE FOR DEMOBILIZATION CHARGES:

- (i) Demobilization charges would be payable on lumpsum basis at the end of the contract.
- (ii) It shall include all costs required to demobilize equipment and crew including inland transport, freight for export outside India, insurance, cost of clearances/parameters etc. in relation thereto.

Part- 3
SECTION – IV

SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

- 1.0 **Oil India Limited** (OIL), a premier national oil company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas invites composite Technical and Commercial (priced) offers for Acquisition, Processing & Interpretation (API) of airborne magnetic data in onshore Exploration Block: RJ-ONN-2005/2(NELP-VII) in the state of Rajasthan. This exploration block was awarded to a consortium of Oil India Ltd (OIL), Hindusthan-Mittal Exploration Ltd (HMEL) & Hindusthan Oil Exploration Company Ltd (HOEC). OIL is the operator for the block.

Bids are invited by OIL from qualified companies to undertake the work defined in clause 4.0 hereunder.

2.0 Objectives of the Survey

The objectives of the scheduled work of Acquisition, Processing and Interpretation of airborne magnetic data in the block are to:

- (i) Determine the depth of the sedimentary section, Basement Configuration.
- (ii) Map intra-sedimentary structures and structural trends.
- (iii) Delineate regional structures and tectonic configuration.
- (iv) Detect and map near surface micro magnetic anomalies related to possible deep seated hydrocarbon accumulation (Direct Hydrocarbon Indicators).
- (v) Detect salt diapirs, faults, fractures and volcanics within the sedimentary section.
- (vi) Identify petroleum exploration targets.

3.0 Geology, Co-ordinates, Location & Logistics of the Block:

- 3.1 Geology of the Area: Jaisalmer basin (Block:RJ-ONN-2005/2 Area) constitutes part of the shelf portion of the Indus geosyncline. It is separated from Bikaner-Nagaur-basin by Pokhran-Nachna high to the northwest and Barmer basin by Barmer-Birmama-Nagarpaikar high in the South. The Central part of the basin is traversed by pronounced NW-SE trending regional step faulted zone from Jaisalmer to Mari called Jaisalmer – Mari Arch. This Jaisalmer – Mari Arch divides the basin into three parts. To the northeast lies the monoclinical Kishangarh sub-basin and to the south west the Shahgarh sub basin and to south the Miajlar sub-basin. The maximum sedimentary thickness in this basin is more than 5000 m.

3.2 The co-ordinates of the exploration Block: RJ-ONN-2005/2 are given below:

Pt.	Co-ordinates					
	Longitude			Latitude		
	Deg	Min	Sec	Deg	Min.	Sec.
A	70	10	0	27	39	30
B	70	47	0	27	39	0
C	70	50	0	27	36	0
D	70	44	24	27	33	30
E	70	49	50.9	27	28	0
F	70	54	0	27	24	0
G	70	18	0	27	24	0
H	70	20	15	27	26	44.99
A	70	10	0	27	39	30

3.3 The Block Boundary and the location of the Block proposed for the Aeromagnetic Survey are shown in the enclosed Figure-1.

3.4 **Physiography** : Jaisalmer District, a part of the Great Thar Desert, is sandy, dry and scorched. The terrain around, within a radius of about 60 kms is stony and rocky. The area is barren, undulating with its famous sand dunes and slopes towards the Indus valley and the Rann of Kutch. There is no perennial river in the district. The underground water level is very low. Geographically this district, spread over in 38,401 sq.kms is one of the largest districts in Rajasthan, India.

3.5 **Climate**: District Jaisalmer has a very dry climate with very hot summer; cold winter and sparse rains. The climate is extremely hot during summer with maximum temperature reaching up to 50°C and extremely cold during winter with minimum temperature reaching 1°C. The variation in temperature from morning to noon and the late midnight is a sudden phenomenon. The average annual rainfall is only 16.4 cm as against the state average of 57.51 cm.

3.6 **Communication**: The block falls in the district Jaisalmer, with its District Head-Quarter at about 100 km from the block. The district head quarter is well connected by road and rail links. The nearest airport is at Jodhpur which has connectivity to Delhi & Mumbai. The distance from Jodhpur to Jaisalmer by road is about 270 Km.

4.0 Description of the Work

- i) The contractor shall undertake the Acquisition, Processing and Interpretation of airborne magnetic data using a high sensitivity magnetometer with the objectives detailed in clause 2.0 above.
- ii) Detailed interpretation and modelling of significant anomalies observed on magnetic data with the integration of all available geological and geophysical information viz seismic, well logs, satellite imagery etc.
- iii) Interpret the basement configuration and sediment thickness of the basin.

iv) Modelling and interpretation of the magnetic data along key profiles in the block (10 profiles). The number of profiles may increase depending on the complexity of the basin configuration.

4.1 Data-Acquisition System

4.1.1 The survey data shall be digitally recorded on an Airborne Geophysical Information System (AGIS) capable of ensuring that the following functions are executed:

- (i) Flight planning, Pre-flight & on-line data computation.
- (ii) System control, diurnal control and monitoring.
- (iii) Data acquisition.
- (iv) Real-time data processing.
- (v) Navigation.
- (vi) Data playback and analysis.

4.1.2 The AGIS will record the raw and processed survey data onto an internal disk. On completion of day's work, these data will be backed-up onto a removable disk.

4.1.3 The contractor shall undertake a comprehensive Quality Control (Q.C.) analysis and preliminary processing of acquired data to industry standards. Any problematic or unacceptable data will be identified and flagged for re-flying by the survey crew.

4.2 Data Processing

4.2.1 The preliminary processing sequence shall include the following Q.C. steps:

- (i) Compilation & Examination and checking of all incoming data to ensure completeness of data sets.
- (ii) Diurnal, Epoch, Heading error, drift, instrument, collaboration, navigation and other applicable corrections.
- (iii) Post-flight processing of the data from the DGPS system.
- (iv) Production of flight path maps.
- (v) Speed checks and terrain clearance checks.
- (vi) Adherence to contract specifications.

4.2.2 The data will be processed as the survey progresses to ensure data quality and contractual standards are maintained.

4.2.3 The processing shall be carried out as per the normal industry standard magnetic data processing norms and shall include the following:

- Editing
- Spike Removal
- Levelling with Control lines
- Gridding algorithm

Reference Ellipsoid for position
 Calibration of Altimeter data
 Altitude corrections
 Processes for data enhancements
 Reduction to Pole or Equator
 Filtering of Data-FFT based/Convolving Filter
 Lineament enhancement

4.2.4 Final Processing of the acquired data shall be carried out at the contractors' Data Processing Centre equipped with state-of-the-art hardware and software (as per international standards) to obtain optimal results.

4.2.5 The survey design specifications for the block are as mentioned below:

Block: RJ-ONN-2005/2

SURVEY AREA: 1517 Sq. Km

ANTICIPATED LINE KMS- AEROMAGNETIC: 7200 LKM *

* Figures indicated above are estimated only and exclude the full connecting U-loop flight paths.

- Flying height **

Maximum upto 200m above the highest terrain in the vicinity of the survey area (Subject to Local Civil Aviation regulations).

** Flight altitude shall be optimized and mutually agreed by Company and contractor.

- Traverse Line direction: E – W.

- Traverse line spacing : 250 meters.

(Horizontal deviation from flight path will not exceed 20m over a distance of more than 1km).

- Tie Line Direction : N-S(Orthogonal).

- Tie Line Spacing : 2500 meters.

(Tie lines may be relocated to avoid cultural noise).

- Sample Rate : 0.1 sec for Magnetic (10 Hz)

Traverse & Tie Line orientation may vary depending on technical requirement.

4.2.6 The contractor shall provide the following equipment on a fully configured survey aircraft:

(i) An airborne Magnetometer in a fixed stringer assembly. The magnetometer will have a cycle rate of 0.1 seconds (10 Hz), resolution of 0.001 nT and sensitivity of 0.01nT.

- (ii) Two Base Station Magnetometers having sensitivity 0.1nT and sampling at 1 second with GPS clock time calibration compatible with the airborne magnetometers to monitor the diurnal variation.
- (iii) A Geodetic quality, real-time differentially corrected GPS Navigation System. The cycle rate of GPS shall be 0.1 sec (10 Hz).
- (iv) MMS-4 or equivalent magnetometer processor.
- (v) Billingsky TFM-100 or equivalent triaxial flux gate magnetometer for aircraft altitude information and Post flight magnetic compensation
- (vi) A Radar Altimeter with an accuracy of $\pm 3\%$.
- (vii) A Barometric Altimeter with an accuracy of $\pm 2\text{m bar}$.
- (viii) Field Processing Computer with digital data back-up option for digital video imaging.
- (ix) Aircraft tracking and reporting system.
- (x) Adequate Ground Support Instrumentation for smooth execution of the airborne -magnetic surveys.

4.2.7 Reflight Specifications

The Contractor shall arrange for re-fly under the following conditions at his own cost. All re-fly sections of survey lines must cross at least two tie lines.

When flight path deviates by 50% of the line spacing or greater over a distance of 1,000m or more (except in areas including obstacles such as towers etc).

The terrain clearance exceeds the planned survey terrain clearance by ± 50 metres over a continuous distance exceeding 3 kilometres, commensurate with the safety of the aircraft and equipment. Terrain clearance deviation will be dependent upon tree canopy height, GPS satellite signal acquisition, topographic relief, aviation regulations and commensurate with the safety of the aircraft and equipment. The pilot's decision regarding minimum safe terrain clearance will be conclusive and binding.

The airborne high frequency magnetometer noise envelope (normalized 8th difference) is greater than $\pm 0.1\text{ nT}$ for a period of 3 minutes or more.

The base magnetometer noise is greater than $\pm 0.5\text{ nT}$ for a period of 5 minutes or more.

The base magnetometer varies by more than 10 nT deviation from a 10 minute chord, or an absolute change of more than 50 nT in 20 minutes.

Where there are less than four common satellites on the airborne and ground GPS data above a 15 degree mask.

4.3 Interpretation

4.3.1 Interpretation of the processed magnetic data shall be performed by Geophysicists and Geologists with sufficient experience in qualitative & quantitative interpretation systems and techniques used for oil exploration. The interpretation shall attain the objectives detailed under clause 2.0 above.

4.3.2 The interpretation of the acquired magnetic data shall include the integration of all available geological and geophysical like seismic and well log data in the surveyed block.

4.3.3 Qualitative Interpretation:

- Qualitative Study of the data
- Identify magnetic Zones, Trends & structural elements over different zones / regions
- Correlation of Magnetic Trends & structural elements over different zones / regions

4.3.4 Quantitative Interpretation:

- Include the integration of all available geological and geophysical like seismic and well log data in the surveyed block.
- Estimation of magnetic Basement Depth.
- Outlining of the depth estimation methods & systems used.
- **The contractor shall generate:**
- Digitized Total Intensity magnetic Anomaly Map.
- RTP Magnetic Anomaly.
- Total Horizontal Gradient of RTP anomaly.
- Match Filter with pseudo-depth of RTP anomaly.
- 1st Vertical Derivative of RTP anomaly.
- Seismic-Magnetic constrained Depth Models at least along 10-seismic lines with integration of all available gravity, Well and other relevant data.
- Multiple Technique magnetic Depth Estimation plots for basement.
- Any other attribute generation / modelling / mapping for incorporating the results to achieve the detailed delineation of Basin & its configuration.

5.0 Presentation of Results and Time Frame:

5.1 The contractor shall submit a detailed technical report covering all aspects of data acquisition, data processing and interpretation. Two copies of the draft report shall be submitted to OIL within three (3) weeks from the completion of the work (i.e. Completion of Data Acquisition, Processing & Interpretation) for OIL's comments and suggestions. A technical presentation shall be made at OIL's office at Jodhpur within one (1) week of the submission of the draft report. The final report (5 hard copies and 2 soft copies) incorporating the comments made on the draft report and points / issues raised by OIL during the technical presentation shall be submitted within two (2) weeks of the presentation. The contractor is required to submit the final reports of the

Aero magnetic survey at Geosciences office, Oil India Limited, Jodhpur, Rajasthan.

- 5.2 The data acquisition, processing & interpretation must be completed within three (3) months from the date of completion of mobilisation. The total time frame for the entire work i.e. Mobilisation, Acquisition, Processing & Interpretation of the data, presentation and submission of final reports is six (6) months after obtaining all necessary clearances including DGCA and Defence clearances for operating in the area.

6.0 Deliverable Products

The contractor will submit the following data:

6.1 Digital Data:

- (i) An archive of raw and processed data in an agreed format(Preferably in Geosoft format) on an agreed media.
- (ii) Digital photographic or video colour images from the flight path tracking camera.
- (iii) GPS Time calibrated Flight Line location and data.
- (iv) Drift and Diurnal charts.
- (v) GPS Time Calibrated Base Station data.

6.2 Maps :(Scale:1:250000, 1:25000 & 1:50000)

- (ii) Flight Line location Map for each Block.
- (iii) Digital Terrain.
- (iv) Absolute Total Intensity.
- (v) Total Magnetic Intensity.
- (vi) Total Magnetic Intensity (Reduced to Pole).
- (vii) First Vertical Derivative (SVD)
- (viii) Magnetic Slices (at levels to be agreed)

6.3 Interpretation/Modelling

- (i) Interpreted Basement
- (ii) Models of subsurface structure interpreted from Magnetic and illustrated on up to 10 selected Profiles. The modelling shall incorporate all available Geophysical and Geologic data available in the area.
- (iii) Regional structural and tectonic configuration, including faults/lineaments etc after corroborating the same with the existing information.
- (iv) Identification of exploration targets based on the information derived from the above.

6.4 Final Reports

A comprehensive final report (5 copies) covering all aspects of data acquisition, Processing and interpretation have to be submitted to OIL.

Notes:

- i. All deliverables will be 5(five) hard copies in colour and 2 (soft) copies on CDROM/DVD. The scale of the maps shall be provided in scales 1:250000, 1:25000 & 1:50000.
- ii. In case, if the Defence/DGCA Clearance is given for part or some parts of the Block area and technical objective of carrying the Aero-Magnetic Survey is not going to be achieved, then the Contract will be terminated automatically.

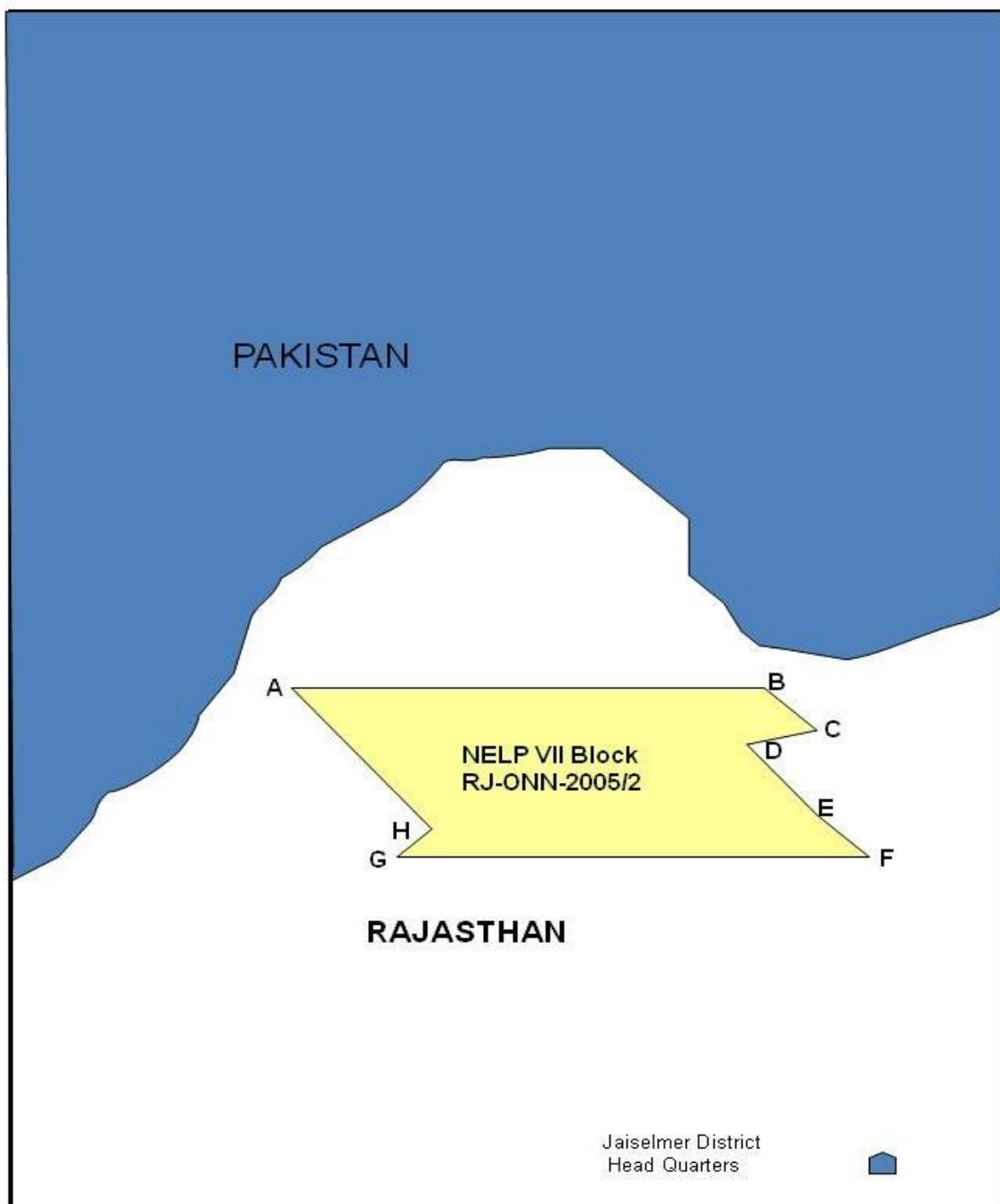


Figure No. - 1: Showing Exploration Block – RJ-ONN-2005/2

ANNEXURE – I

LIST OF KEY PERSONNEL TO BE DEPLOYED BY CONTRACTOR

POSITION STAFF/ PERSONNEL	MINIMUM WORK EXPERIENCE	NUMBER OF SPECIALIST
1. Project Coordinator	7 yrs (as Supervisor of AeroMag API)	One
2. Geophysicist for AeroMag data acquisition	5 yrs	One
3. AeroMag data Processing & Interpretation Specialist	5 yrs	One
4. Aircraft Pilot	500+ Hours Survey experience	One
5. Aircraft Maintenance Engineer	2 years	One
6. Sr. Surveyor	5 yrs	One

Note: The number of specialist staff / personnel indicated above is indicative only. The contractor has to deploy requisite number of personnel / staff as required to accomplish the job as per the defined parameters and time frame.

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date)for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of , 2014 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;
Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

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

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

DATE: SIGNATURE OF THE BANK:
.....

WITNESS: SEAL:
.....

(Signature, Name and Address)

-
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.
 - The Date of Expiry of Bank Guarantee should be 180 days after the closing date for submission of bids as stated in the tender document.

PART- 4

PROFORMA -B

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To: (Name of Company)

(Address of Company)

WHEREAS (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No..... dated 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 by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)** Six months after Contract Completion.

SIGNATURE & SEAL OF THE CONTRACTOR :.....

Name of Bank

:.....

Address

:.....

:.....

:.....

:.....

Date

:.....

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company as per para 31.0 under Section-II, Part-1.

PART-4

PROFORMA -C

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 2014... between (name of Company) of (Mailing address of Company), hereinafter called “the Company”, of the one part and (Name of Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (brief description of works) and has by Letter of Acceptance (date of Letter of Acceptance) accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
This Form of agreement,
The Letter of Acceptance,
The Contractor’s Bid and enclosures,
The Technical Specifications,
The Priced bill of quantities,
The Drawings,
The Schedule of Supplementary Information,
The special Conditions of Contract and
The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

SIGNED, SEALED AND DELIVERED

By the said

Name _____

By the said

Name_____

On behalf of the Contractor
in the presence of:

On behalf of the Contractor
in the presence of:

Name _____
Address_____

Name _____
Address_____

* Bidders are NOT required to complete this form.

PART- 4

PROFORMA -D

PROFORMA LETTER OF AUTHORITY

TO

Chief Manager (M&C),
Rajasthan Project,
Oil India Ltd.,
Jodhpur

Sir,

Sub: OIL's e-Tender No. CJG2856L14

We _____ confirm that Mr. _____ (Name and address) is authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against e-Tender 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.

&&&&&&&&

PART- 4

PROFORMA - E

Tender No. CJG2856L14

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

Sr l #	Item Descrip tion	Qty / Unit	Rate	Total	Freight & Insuran ce	CIF Valu e	Port & other charg e	Land ed Cost	Is it re- exportabl e? YES or NO	Yea r of Mfg.	HSN Cod e
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

NOTE :

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

2.0 The items, which are of consumable in nature should be indicated as “NO” in column “J”. However, the unutilized Spares and Consumables must be re-exported by Contractor after expiry/termination of the Contract and bidders must confirm the same.

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

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder: _____

PART- 4

PROFORMA -F

DETAILS OF THE BIDDER'S AUTHORISED CONTACT PERSON

NAME :

ADDRESS :

EMAIL ID :

PHONE NO. :

MOBILE :

FAX NO. :

Note: The bidder's provided authorized contact Person must be able to communicate in English.