Oil India Limited
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST. DIBRUGARH,
ASSAM, INDIA, PIN-786 602

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: contracts@oilindia.in
Website: www.oil-india.com
FAX: (91)374-2803549

FORWARDING LETTER

M/s________________________

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Sub : IFB No. CDG7573P16 for Hiring the Services of 10(ten) sets of Electrical Submersible Pump (ESP) system on rental basis including Operation & Maintenance (O&M) for a period of 3(three) years, extendable by another 1(one) year

Dear Sirs,

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

2.0 In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's e-procurement site for **Hiring the Services of 10(ten) sets of Electrical Submersible Pump (ESP) system on rental basis including Operation & Maintenance (O&M) for a period of 3(three) years, extendable by another 1(one) year.** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No.:	CDG7573P16
(ii)	Type of IFB :	Single Stage-2(two) Bid System
(iii)	Bid Closing Date & Time:	25.08.2015 at 11-00 hrs. (IST)
(iv)	Bid Opening Date & Time:	25.08.2015 at 14-00 hrs. (IST)
(v)	Priced Bid Opening Date: & Time	Will be intimated to the eligible bidders nearer the time

(vi)	Bid Submission Mode:	Bid should be uploaded in OIL's E-Procurement portal
(vii)	Bid Opening Place:	Office of the Head-Contracts Oil India Limited Duliajan – 786602, Assam, India
(viii)	Bid Validity :	180 days from date of Closing of bid
(ix)	Mobilisation Time:	First 2(two) sets - within 180 days from the date of issue of LOA by OIL
(x)	Bid Security Amount:	Rs. 60,00,000.00 or US$ 96,000.00
(xi)	Bid Security Validity :	210 days from date of closing of bid
(xii)	Amount of Performance: Security	7.5 % of 1(one) year contract value
(xiii)	Validity of Performance Security:	Up to 3(three) months from date of completion of contract
(xiv)	Duration of the Contract:	3(three) years with a provision for extension of 1(one) year for all 10 ESP systems or part thereof at the same rate, terms & conditions at OIL's options.
(xv)	Quantum of Liquidated Damage: for Default in Timely Mobilisation	@ 0.5% of 1st Year contract value (including mobilization cost) for delay in mobilization of 1st two ESP systems, per week or part thereof subject to maximum of 7.5%.
(xvi)	Bids to be addressed to:	HEAD-CONTRACTS OIL INDIA LIMITED DULIAJAN - 786 602 ASSAM, INDIA

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

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

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Interested parties shall request Head-Contracts, OIL INDIA LTD., Duliajan(Assam) in their official letter head giving the detailed address and E-mail letter along with the cost of bid document as indicated in the NIT for issue of the User ID and password for accessing the E-procurement tender. The User ID shall be intimated to the eligible parties through email on receipt of the requisite cost of the bid document. Parties already in possession of OIL User ID and Password shall be eligible for accessing the tender in E-portal after OIL enables them in the E-portal after receipt of the requisite cost of the bidding document. In case any bidder is eligible for exemption from paying the tender fee, they should request OIL with supporting documents for issue of the User ID & Password on free of charge basis. Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact Mr. A. J. Sarmah, Sr. Manager (ERP-MM) at arupsarmah@oilindia.in, Ph.: 09954486025(M).

5.0 **IMPORTANT NOTES :**

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

i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in two copies in a sealed envelope superscribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to Head-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam(India) :

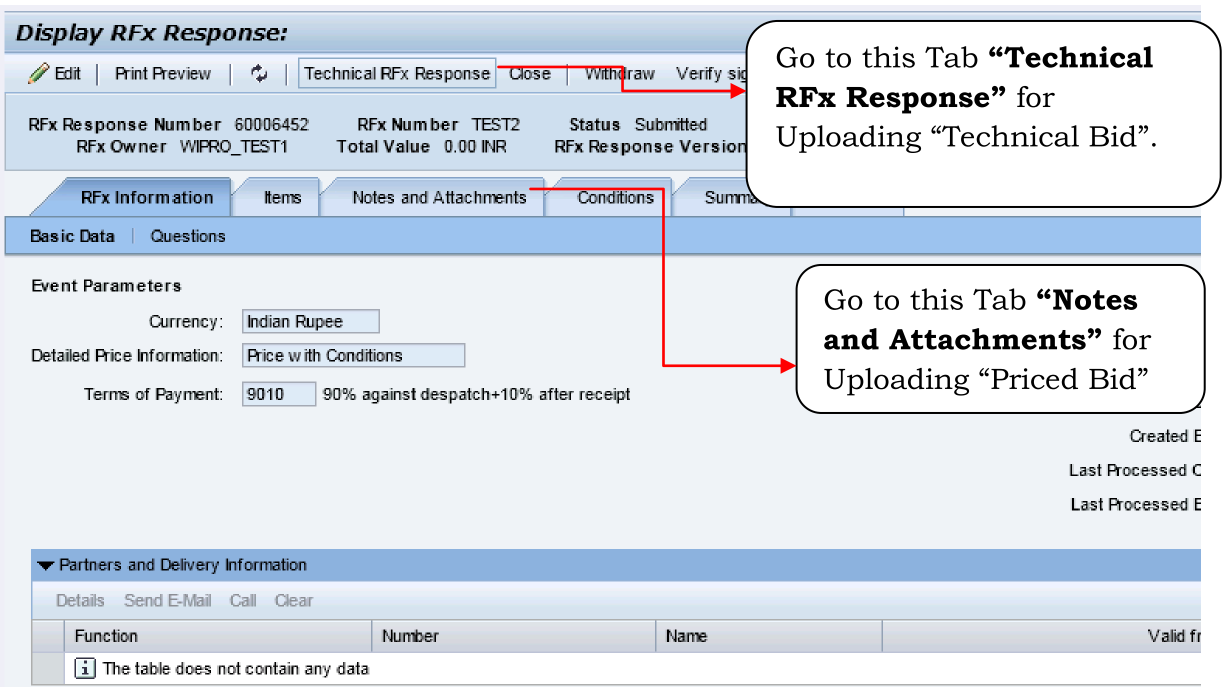
a) Original Bid Security
b) Printed catalogue and Literature, if called for in the tender.
c) Power of Attorney for signing the bid.
d) Any other document required to be submitted in original as per tender requirement.

The above documents including the Original bid security, must be received at OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs(IST) on the technical bid closing date failing which the bid shall be rejected. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

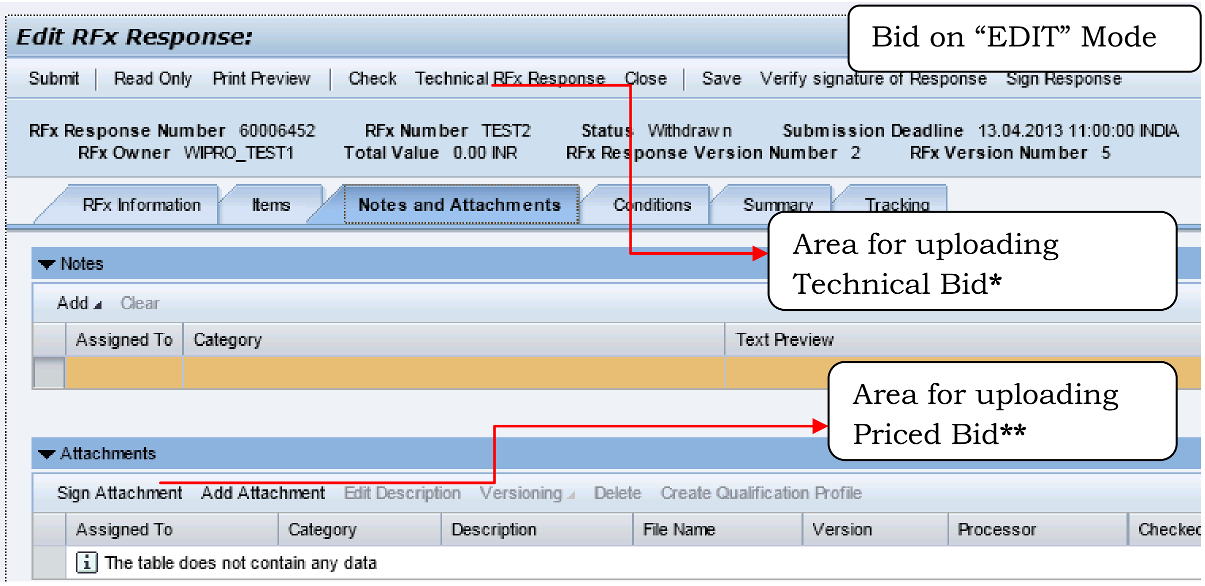
ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST)(Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM(IST) at the office of the Head-Contracts in presence of the authorized representatives of the bidders.

iii) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded **“Technical RFx Response” Tab only**. **Bidders to note that no price details should be uploaded in “Technical RFx Response” Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the “Tendering Text” in the attachment option under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Part-2 (Refer Clause 1.0 of (B) Commercial.**



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



Note :

* The "Technical Bid" shall contain all techno-commercial details **except the prices**.

** The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, 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 Atachment, 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.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(T. K. GUPTA)
HEAD-CONTRACTS
For RESIDENT CHIEF EXECUTIVE

PART - 1

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.

A. BID DOCUMENTS

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

(a) A Forwarding Letter highlighting the following points:

- (i) Company's IFB No. & Type
- (ii) Bid closing date and time
- (iii) Bid opening date and time
- (iv) Bid submission Mode
- (v) Bid opening place
- (vi) Bid validity, Mobilisation time & Duration of contract
- (vii) The amount of Bid Security with validity
- (viii) The amount of Performance Guarantee with validity
- (ix) Quantum of liquidated damages for default in timely mobilizations

(b) Instructions to Bidders, (Part-1)
(c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
(d) General Conditions of Contract, (Part-3, Section-I)
(e) Terms of Reference/Technical Specification,(Part-3, Section-II)
(f) Special Conditions of Contract, (Part-3, Section-III)
(g) Schedule of Rates, (Part-3, Section-IV)
(h) Estimated CIF value of items at the time of import, (Proforma-A)
(i) Price Bid/Schedule Format, (Proforma-B)
(j) Bid Form, (Proforma-C)
(k) Statement of Non-Compliance, (Proforma-D)
(l) Bid Security Form, (Proforma-E)
(m) Performance Security Form, (Proforma-F)
(n) Agreement Form, (Proforma-G)
(o) Proforma of Letter of Authority, (Proforma-H)
(p) Authorisation for Attending Bid Opening, (Proforma-I)
(q) Record of Bidders past relevant experience, (Proforma-J)
(r) Proforma for Bio-Data of Manpower, (Annexure-I)
(s) Proforma undertaking from Contractor's Personnel, (Annexure-II)
(t) Safety Measures, (Annexure-III)
(u) Proforma for Parent Company Guarantee & Agreement, (Annexure-IV)
(v) Proforma for Sister Subsidiary/Co- Subsidiary Company Agreement, (Annexure-V)
(w) Integrity Pact Proforma, (Annexure-VI)
(x) Equipment & Services to be furnished by Contractor or Company(OIL), (Annexure-VII)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

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

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the "Technical RFx Response" under the tab "Amendments to Tender Documents". All prospective bidders to whom Company has issued the Bidding Documents shall also be intimated about the amendments through post/courier or by Fax or e-mail. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. **Bidders shall also check from time to time the E-Tender portal ["Technical RFx Response" under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.**

B. PREPARATION OF BIDS

5.0 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 official and notarised English translated version, which shall govern for the purpose of bid interpretation.

5.1 **BIDDER'S/AGENT'S NAME & ADDRESS** : Bidders should indicate in their bids their detailed postal address including the Fax/Telephone /Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

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

(A) TECHNICAL BID

(i) Complete technical details of the services and equipment specifications with catalogue, etc.

(ii) Documentary evidence established in accordance with Clause 10.0.
(iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.10 below.
(iv) Copy of Bid-Form without indicating prices in Proforma-C
(v) Statement of Non-compliance as per Proforma–D
(vi) Proforma-A: List of items to be imported without the CIF values.
(vii) Copy of Priced Bid ***without indicating prices*** (Proforma-B)
(viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-VI, attached with the bid document to be digitally signed by the bidder.

(B) PRICED BID
Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:
(i) Price-Bid Format as per Proforma-B
(ii) Bid Form as per Proforma-C
(iii) Proforma-A showing the items to be imported with the CIF values.

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

7.0 BID FORM: The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

8.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E- Tender Portal in "Notes & Attachment" Tab. Unit prices must be quoted by the bidders, both in words and in figures.

8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding Service Tax) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made 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.

9.0 CURRENCIES OF BID AND PAYMENT:

9.1 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.

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

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

11.0 BID SECURITY:

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in any one of the following forms:

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

i) Any Nationalised / scheduled Bank in India or
ii) Any Indian branch of a Foreign Bank or
iii) Any reputed foreign Bank having correspondent Bank in India

The Bank Guarantee / LC shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.

Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 120 days from the date of issue and payable at Duliajan, Assam.

11.3 Any bid not secured in accordance with **sub-clause 11.2** above shall be rejected by the Company as non-responsive.

11.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

11.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 29.0** below is furnished.

11.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

11.8 The Bid Security may be forfeited:

i) If any bidder withdraws their Bid during the period of bid validity.
ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity.
iii) If the bidder does not accept the LOA issued by Company within the validity of the bid.
iv) If the bid is accepted by OIL, and work is awarded but the contractor does not furnish the Performance Security.

11.9 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.

11.10 **The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC or Cashier Cheque or Bank Draft must be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal**. The original Bid Security shall be submitted by bidder to the office of Head-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach Head-Contract's office on or before 12.45 Hrs (IST) on the Bid Closing date failing which the bid shall be rejected.

12.0 <u>EXEMPTION FROM SUBMISSION OF BID SECURITY:</u>
12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

13.0 <u>PERIOD OF VALIDITY OF BIDS</u>:
13.1 Bids shall remain **valid for 180** days from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 180 days from Bid Closing Date.

13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

14.0 <u>SIGNING OF BID</u>:

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.

14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

15.0 <u>SUBMISSION OF BIDS</u>

15.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Proforma-B should be uploaded as Attachment just below the "Tendering Text" in the attachment link under "Techno-Commercial Bid" Tab under General Data in the e-portal. **<u>No price should be given in the "Technical RFx Response", otherwise bid shall be rejected.</u>** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to Head-Contracts, Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB :

i) The Original Bid Security along with 2(two) copies
ii) Power of Attorney for signing of the bid digitally
iii) Any other document required to be submitted in original as per bid document requirement.
iv) Printed catalogue and literature if called for in the bid document.

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

15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

Foreign bidders shall clearly indicate in their bids whether they have an Agent/Representative/Retainer/Associate in India. In the event the overseas bidder is having an Agent/Representative/Retainer/Associate in India, the bidder should furnish the name and address of their Agent/Representative/Retainer/Associate in India and clearly indicate nature and extent of services to be provided by such an Agent/ Representative/Retainer/Associate in India and also stating in their bids whether the Agent/Representative/Retainer/Associate is authorized to receive any commission. The rate of the commission included in the quoted rates of bidder should be indicated which would be payable to Agent/Representative/Retainer/Associate in non-convertible Indian currency according to Import Trade Regulation of India. Unless otherwise specified, it will be assumed that agency commission is not involved in the particular bid.

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/ Associate cannot represent more than one foreign bidder against the IFB. The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/ Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

17.0 DEADLINE FOR SUBMISSION OF BIDS:

17.1 Bids should be submitted on-line as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid has been submitted by the bidder. Bidder may however request Head-Contracts, Oil India Ltd., Duliajan for returning their bids/quote before the original bid closing date and time for resubmission. But no such request would be entertained once the submission deadline has reached or bids are opened.

17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the “Forwarding Letter” on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

18.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid.

The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

19.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.

19.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

19.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

19.4 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.

19.5 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

20.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

21.0 BID OPENING AND EVALUATION:

21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only “Technical RFx Response” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical RFx Response” Tab Page only in the E-portal.

21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

21.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security, and such other details as the Company may consider appropriate.

21.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 21.3.

21.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vise versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

21.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company’s right or the bidder’s obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

21.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22.0 <u>OPENING OF PRICED BIDS:</u>

22.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

22.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL, may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by OIL.

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

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

23.0 <u>CONVERSION TO SINGLE CURRENCY</u>: While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

24.0 <u>EVALUATION AND COMPARISON OF BIDS</u>: The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

24.1 **<u>DISCOUNTS / REBATES</u>**: Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

24.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

24.3 **<u>LOADING OF FOREIGN EXCHANGE</u>**: There would be no loading of foreign exchange for deciding the inter-se-ranking of domestic bidders.

24.4 **<u>EXCHANGE RATE RISK</u>**: 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.

24.5 **<u>REPATRIATION OF RUPEE COST</u>**: In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

25.0 <u>CONTACTING THE COMPANY</u>:

25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.6.**

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

D. <u>AWARD OF CONTRACT</u>

26.0 <u>AWARD CRITERIA</u>: The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

28.0 <u>NOTIFICATION OF AWARD</u>:

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

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

29.0 <u>PERFORMANCE SECURITY</u>:

29.1 Within 2(two) weeks of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** 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.

29.2 The Performance Security specified above must be valid for 3(three) months including the warranty period beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.

29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

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

29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

30.0 <u>SIGNING OF CONTRACT</u>:

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

30.2 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 amongst the two parties.

30.3 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, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

31.0 <u>FURNISHING FRAUDULENT INFORMATION/DOCUMENTS</u> :
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.

32.0 <u>CREDIT FACILITY</u>: 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.

33.0 <u>MOBILISATION ADVANCE PAYMENT</u>:

33.1 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.

33.2 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.

33.3 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.

34.0 <u>INTEGRITY PACT:</u>

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

34.2 OIL has appointed Shri Raghaw Sharan Pandey, IAS(Retd), Former Secretary, Ministry of Petroleum & Natural Gas and Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India as Independent Monitors(IEMs) for a period of 3(three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent Monitors for any matter relating to the IFB at the following addresses:

a. Shri Raghaw Sharan Pandey, IAS(Retd), Former Secretary, Ministry of Petroleum & Natural Gas; E-mail : rspandey_99@yahoo.com

b. Shri Rajiv Mathur, IPS(Retd), Former Director, IB, Govt. of India; E-mail : rajivmathur23@gmail.com

35.0 <u>LOCAL CONDITIONS</u>:

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

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

36.0 <u>SPECIFICATIONS:</u>

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

<u>END OF PART - 1</u>

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PART-2

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

I) BID REJECTION CRITERIA (BRC):

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Not-withstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BRC must be submitted along with the Technical Bid.

A. TECHNICAL: The bidder must meet the following criteria failing which offer shall be rejected:

1.1 **GENERAL REQUIREMENTS AND SPECIFICATION OF EQUIPMENT:**

1.1.1 All the subsurface equipment offered for this tender shall be unused and manufactured not before 01.01.2014.

1.2 EXPERIENCE

1.2.1 The bidder shall be an Original Equipment Manufacturer (OEM) having experience in manufacturing of at least 5 (Five) nos. of Electrical Submersible Pump (ESP) systems in the last 7 years reckoned from the bid closing date.

OR

1.2.2 The bidder shall have experience in successfully executing Installation, Commissioning and Operation & Maintenance (O &M) of at least 5 (five) nos. of ESP systems in any oilfield company in the last 7 years reckoned from the bid closing date.

1.3 FINANCIAL:

1.3.1 The bidder shall have an average annual financial turnover of minimum Rs. 18 Crores (or US$ 2,976,000.00) during the last 3 (three) years ending 31.03.2015 (for Accounting year April-March) /31.12.2014 (for calendar Accounting year).

1.4 Bids with Technical Collaboration/Joint Venture Partner:

1.4.1 In case, the bidder meets the financial criterion 1.3 and is an OEM's authorized dealer/Supplier having experience of supplying 5(five) nos. of Electrical Submersible Pump (ESP) systems in the last 7 years reckoned from the bid closing date, they may also bid on the strength of Technical Collaborator/Joint Venture Partner who meets the bidder's shortfall in Technical experience as laid down in Para 1.2.2 above.

1.5 Bid from Consortium of companies:

In case, the bidder is a consortium of companies, the following requirement should be satisfied by the bidder:

a) The Leader of the consortium should satisfy the minimum experience requirement as per clause 1.2.1 and / or 1.2.2 above.

b) Any of the consortium members individually shall have to meet the financial criterion mentioned in Para 1.3 above.

c) Only the Leader of the consortium shall buy the bid document, submit bid and sign the contract agreement (in the event of award of contract) on behalf of the consortium.

d) The Bid Security shall be in the name of the Leader of the consortium on behalf of consortium with specific reference to consortium bid and name & address of consortium members. Similarly the Performance Security shall be in the name of the Leader on behalf of the consortium.

1.6 Bidder(s) quoting in Collaboration/joint venture Partnership/ Consortium with any firm are not allowed to quote separately/ independently against this tender. The collaborator is also not allowed to quote separately/independently against this tender. All the bids received in such case will be summarily rejected. Further, all bids from parties with technical collaboration support from the same Principal will be rejected.

1.7 Bid from 100% Subsidiary Company:-
Eligibility criteria in case bid is submitted on the basis of experience of the parent/ subsidiary company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.2 & 1.3 can also be considered provided the Bidder is a subsidiary company of the parent company in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary. However, the parent/subsidiary company of the Bidder should on its own meet the bidder's shortfall in experience as stipulated in the BRC and should not rely for meeting the bidder's shortfall in experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement.

1.8 Eligibility criteria in case bid is submitted on the basis of experience of sister subsidiary/co-subsidiary company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.2 & 1.3 can also be considered based on the experience criteria of their sister subsidiary/co-subsidiary company within the ultimate parent/holding company subject to meeting of the following conditions:

i. Provided that the sister subsidiary/co-subsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent /holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/holding company along with the technical bid.

ii. Provided that the sister subsidiary/co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the bidder's shortfall in experience stipulated in the BRC.

iii. In case of contracts involving multifarious activities such as – (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of their multiple subsidiary sister company(ies)/co-subsidiary company(ies) specializing in each sphere of activity, i.e. (a) manufacturing/ supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies)/co-subsidiary company(ies) and the bidding company should be 100% subsidiary company(ies) of an ultimate parent/holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to the effect that all the sister subsidiary company(ies) are 100% subsidiaries of the ultimate/holding parent company should be submitted along with the technical bid.

1.9 **MOBILIZATION TIME**: The bidders must confirm their compliance in their "Technical Bid" to complete the mobilization of 1st 2 sets of ESP within **180 days** from the date of issue of the Letter of award (LOA).

NOTES:
1. OIL reserves the right to ask for any Original or other relevant document to verify the certification.

B. COMMERCIAL – BID SUBMISSION

1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **"Technical RFx Response" Tab** and Priced Bid as per Proforma-B uploaded in the **"Notes & Attachments" Tab.** Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.

3.0 Bids with shorter validity will be rejected as being non-responsive.

4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach OIL's Head-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. Bids without the Integrity Pact digitally signed by the bidder shall be rejected straightway.

6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.

7.0 Bids submitted after the Bid Closing Date and Time will be rejected.

8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.

10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorised representative.

11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

12.0 Any Bid containing false statement will be rejected.

13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.

14.0 Bidders shall quote directly and not through their Agent/Representative/ Retainer/Associate in India. Bids submitted by Indian Agent/ Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.

15.0 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected –

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

C. GENERAL

1.0 In case bidder takes exception to any clause of bid document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by Company. The loading so done by the Company will be final and binding on the reserves the right to ask the bidder for clarification in respect of bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarifications in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BRC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BRC shall prevail.

II. BID EVALUATION CRITERIA (BEC) :

The bids conforming to the technical specifications, 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 given below:

1.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

2.0 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of priced bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 3(three) months, then B.C. Selling(Market) rate of exchange declared by

SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

4.0 The bidders must quote their charges/ rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma -B.

5.0 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the bidder will be paid on the basis of the actual number of days/parameter, as the case may be.

6.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the **Price Bid Format** **<u>(Proforma-B)</u>** by taking into account the summation of the following:

Considering, contract period of 3 year, **Total Estimated Contract Cost Including all Taxes & Duties except Service Tax and Customs Duty which shall be extra to OIL's account,**

[T] = Total [A + B + C + D + E + F + G + H]

Where A = TOTAL MOBILIZATION CHARGE

B = TOTAL DE-MOBILIZATION CHARGE

C = TOTAL DAILYRENTAL CHARGE FOR EQUIPMENT (PER SET PER DAY) - GAS GENSET BASED ESPs

D = TOTAL DAILY RENTAL CHARGE FOR EQUIPMENT (PER SET PER DAY) - DIESEL GENSET BASED ESPs

E = TOTAL OPERATING DAY RATE CHARGE PER WELL - GAS GENSET BASED ESPs

F = TOTAL OPERATING DAY RATE CHARGE PER WELL – DIESEL GENSET BASED ESPs

G = INSTALLATION, COMMISSIONING AND RETRIEVAL OF ESP CHARGES

H = TOTAL INTERIM DE-MOBILIZATION CHARGE & MOBILIZATION CHARGE FOR (PERSONNEL & EQUIPMENT) PER WELL

<u>Notes</u>:

I) The items mentioned above are to be read in conjunction with *Section-IV* (Schedule of Rates).

II) Bidders are to declare the detailed information regarding the equipment, consumables etc. required to be imported into India in connection with these operations in Proforma-A (enclosed) for estimating the customs duty.

7.0 **CUSTOMS DUTY** : The services under this Contract shall be carried out in ML/PEL areas of the Company which have been issued or renewed to Company after 01/04/99 and therefore, Customs Duty on the imports under this Contract presently shall be Nil. Bidders should take note of the same while quoting. No customs duty is therefore considered for evaluation.

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PART-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 **DEFINITIONS**:

1.1 In the contract, the following terms shall be interpreted as indicated:

(a) "The 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;

(b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;

(c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.

(d) "Company" or "OIL" means Oil India Limited;

(e) "Contractor" means the Contractor performing the work under this Contract.

(f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.

(g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.

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

(i) “Willful Misconduct” means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

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

2.1 **EFFECTIVE DATE** : The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

2.2 **MOBILISATION TIME:** The mobilization of first 2(two) sets of ESP systems along with personnel shall be completed by Contractor within 180 days from the effective date of the contract. Mobilization of the equipment shall be deemed to be complete when the first 2(two) sets of ESP systems along with the requisite manpower are placed at the nominated location in readiness to install in the well.

Once the Contractor's Equipments have reached the Contractor's base camp at Duliajan and are ready to commence services, Contractor shall issue a Notice of Readiness for Inspection to the Company.

Company shall inspect the Contractor's Equipment within 5 (five) days' of receipt of the Contractor's Notice of Readiness for Inspection

If the Company fails to inspect the Contractor's Equipment within 5 (five) days from the receipt of Notice of Readiness for Inspection, the Contractor's Equipments shall be deemed to be mobilized.

2.3 **DATE OF COMMENCEMENT OF CONTRACT:** Date on which the mobilization of first 2(two) sets of ESP systems along with personnel is completed by Contractor, as per clause No. 2.2, shall be treated as Date of Commencement of Contract.

2.4 **DURATION OF CONTRACT:** The duration/completion time of the Contract shall be 3 (three) years from the date of Commencement of Contract and with a provision for extension of the contract for another 1 (one) year at the same rate, terms & conditions depending upon the company's requirement and performance of the contractor. The contract may be extended for all 10 ESP systems or part thereof depending upon company's requirement.

3.0 **GENERAL OBLIGATIONS OF CONTRACTOR**: Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.

3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.

3.3 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.

3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

4.0 **GENERAL OBLIGATIONS OF THE COMPANY**: Company shall, in accordance with and subject to the terms and conditions of this contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Perform all other obligations required of Company by the terms of the contract.

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

5.1 Contractor warrants that they will provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently and shall ensure that such personnel observe applicable Company and statutory safety requirement. Upon Company's written request, Contractor, entirely at their own expense, shall remove immediately, from assignment to the work, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company without affecting Company's work.

5.2 The Contractor shall be solely responsible throughout the period of this contract for providing all requirements of their personnel including but not limited to their transportation to & fro Duliajan/field site, enroute/local boarding, lodging, medical attention etc. Company shall have no liability or responsibility in this regard.

5.3 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 **WARRANTY AND REMEDY OF DEFECTS**

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp(if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 **CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION**:

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information :

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:

i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;

ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;

iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;

iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;

v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 **TAXES**:

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor’s account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

8.8 Service Tax: The price excludes Services Tax and the service tax as applicable shall be to the Company account. The Service tax amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the Service Tax Act.

9.0 **INSURANCE**:

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore :

a) Workmen compensation insurance as required by the laws of the country of origin of the employee.

b) Employer's Liability Insurance as required by law in the country of origin of employee.

c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.

d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.

e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

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

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

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

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

10.0 **CHANGES**:

10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (Section IV). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

11.0 **FORCE MAJEURE**:

11.1 In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended for the period during which such cause lasts. 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), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) 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 fifteen (15) days force majeure period unless otherwise agreed to.

12.0 **TERMINATION**:

12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION**): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE**: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

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

12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**: If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT**: In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirely without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

12.8 **CONSEQUENCES OF TERMINATION**: In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

13.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

13.1 Arbitration(Applicable for Suppliers/Contractors other than PSU) :

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.

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

7. The arbitral tribunal shall make and publish the award within time stipulated as under :

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

   In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

13.2 <u>Arbitration(applicable in case of Contract awarded on Public Sector Enterprise)</u> :

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises.

The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Duliajan, Assam. The award made in pursuance thereof shall be binding on the parties.

14.0 **NOTICES**:

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below :

Company

a) **For contractual matters**
Head (Contracts)
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Fax No. 91-374-2803549
Email: contracts@oilindia.in

b) **For technical matters**
General Manager Prod(O)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Fax No. 91-374-2800498
Email: prodoil@oilindia.in

c) **Contractor**
____
____
____
Fax No. :
Tel No. :
E-mail :

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

15.0 **SUBCONTRACTING/ASSIGNMENT**:

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

16.0 **MISCELLANEOUS PROVISIONS**:

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

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

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

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

17.0 LIQUIDATED DAMAGES

17.1 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION For 1st TWO SETS OF ESP SYSTEMS**:
Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization of 1st two sets of ESP systems, for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of 1st year contract value(including mobilisation cost), per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I.

17.2 If the Contractor fails to mobilise as per clause No. 2.2 of Section-I, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

18.0 **PERFORMANCE SECURITY**: The Contractor has furnished to Company a Bank Guarantee No. ______________________dated____________ issued by ______________________ for __________ (being 7.5 % of the 1 year

Contract Value) valid till ___________ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

19.0 **ASSOCIATION OF COMPANY'S PERSONNEL**: Company's engineer will be associated with the work throughout the operations. 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 reputed IP Survey Contractors to major international oil companies in the petroleum industry.

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

21.0 **LIABILITY**:

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

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

21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

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

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

21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 **<u>INDEMNITY AGREEMENT</u>**:

22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/properly 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.

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

23.0 **<u>INDEMNITY APPLICATION</u>**: The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

24.0 **<u>PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:</u>**

24.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No. other payments shall be due from company unless specifically provided for in the Contract. Payment to the third party supplier(s) of the items/ consumables shall be made after receipt of goods at site at Duliajan duly certified by authorized personnel of the Company. All payments will be made in accordance with the terms hereinafter described.

24.2 <u>Manner of Payment</u>: All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.

24.3 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 payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

24.4 <u>Invoices</u>: Mobilization charges will be invoiced only upon completion of mobilization when the entire equipment, chemicals and personnel are ready at site for starting the job as certified by company representative. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

24.5 Contractor shall send invoice to company on the day following the end of each month for all daily or monthly charges due to the contractor.

24.6 Contractor will submit six sets of all invoices duly super scribed 'Original' and `copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.

24.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.

24.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 25.6 above.

24.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.

24.10 Payment of demobilization charges shall be made when applicable within 45 days following receipt of invoice by Company accompanied by the following documents from the Contractor :

a) Audited account up to completion of the Contract.
b) Tax audit report for the above period as required under the Indian Tax Laws.
c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the Contractor or by its sub-contractor.
d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
e) Any other documents as required by applicable Indian Laws.

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

24.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

24.12 **SET-OFF** : Any sum of money due and payable to the Contractor(including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL(or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL(or such other person or persons contracting through OIL).

25.0 **WITHHOLDING**: Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-

a) For non-completion of jobs assigned as per Section-II.
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 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.

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

i) Order issued by a Court of Law in India.

ii) Income-tax deductible at source according to law prevalent from time to time in the country.

iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.

iv) Any payment due from Contractor in respect of unauthorised imports.

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

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

26.0 **APPLICABLE LAW**:

26.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/Guwahati.

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

a) The Mines Act 1952- as applicable to safety and employment conditions
b) The Minimum Wages Act, 1948
c) The Oil Mines Regulations, 1984
d) The Workmen's Compensation Act, 1923
e) The Payment of Wages Act, 1963
f) The Payment of Bonus Act, 1965
g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
h) The Employees Pension Scheme, 1995
i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
k) The AGST Act, WB & Bihar Tax Act
l) Service Tax Act
m) Customs & Excise Act & Rules
n) Assam, West Bengal and Bihar Entry Tax Act

27.0 **RECORDS, REPORTS AND INSPECTION**: The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

28.0 **SUBSEQUENTLY ENACTED LAWS**: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

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

30.0 **LIMITATION OF LIABILITY** : Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,

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

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

(c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

31.0 **WAIVER**: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

END OF SECTION – I

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PART - 3
SECTION – II

TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS OF EQUIPMENT

1.0 **DEFINITION OF WORK:** The Contractor shall provide 10 (Ten) sets of Electrical Submersible Pump Systems as per the equipment list given below with other associated equipment/tools on **rental basis** & perform Operation & Maintenance of the ESP systems for an initial period of 3(Three) years with provision for extension for up to a period of 1 (One) year at the same rates, terms and conditions. If OIL desires, the Contractor shall have to provide additional sets of ESPs with complete associated equipment with same terms and conditions.

The equipment provided by the Contractor will be utilized by OIL for crude oil along with associated well fluid production in 10 (ten) different wells.

2.0 **AREA OF OPERATION:**
The area of operation as planned is in Assam.

The following information is for general guidelines to the Contractor:

(a) Minimum width of the well site approach road: 3.66 m
(b) Turning Radius of the roads: 15 m (Generally), 12 m (exceptionally)
(c) Maximum allowable unit load inclusive of fare weight for Class AA loading: 45 T
(d) Maximum overhead clearance: 4.25 m(14 feet).
(e) Highest recorded wind velocity in Assam: 80km/hour (60 MPH).
(f) Max. Recorded ambient temp: 40° Celcius
(g) Min. recorded ambient temp: 8° Celcius.
(h) Weather Pattern: Frequent rains from March to September and occasional during the remaining period.
(i) Nature of top soil: Usually Clay/Alluvium/ Unconsolidated.
(j) Source of water: Through shallow bore wells. In rare cases, where water cannot be drawn from bore wells, water is to be drawn from nearby rivers, pond or water body etc. nearer to the well site.
(k) Average annual rainfall: 250 / 300 cm.(Rains for 7-8 months/year)
(l) Humidity: Max. 98%

3.0 **SCOPE OF WORK:** The work is defined and described by, but not necessarily limited to, any or all of the following. The service to be carried out by the Contractor under this contract is as follows:

A. Selection of suitable candidate wells for ESP installation
B. Design of surface and sub surface ESP equipment
C. Supply of designed ESP equipments on rental basis

D. Assignment of field service specialists to work with OIL's rig crew during installation/de-installation /re-siting etc.
E. Installation & Commissioning of ESP
F. Operation & Maintenance of ESPs
- Operation
- Scheduled maintenance
- Breakdown Maintenance if any
- Supply of requisite manpower

G. Spare Management
H. Imparting Training to OIL's personnel

A. **<u>Selection of suitable candidate wells for ESP installation</u>** OIL has planned to install 10 (Ten) nos. of ESPs in its Upper Assam oilfields. The capacity of the ESPs will be 60-100 cu.m/day .The contractor has to provide ESPs under the following categories:

i) Gas Genset based ESPs : Quantity 5 Nos.
ii) Diesel Genset based ESPs : Quantity 5 Nos.

The representative well data for both categories are furnished in the design data sheets IA.

Representative Well data sheets contain basic information of well completions, reservoir data and fluid genetics etc. as necessary for selection of suitable wells for ESPs. The Contractor shall screen the given data for designing and sizing of suitable subsurface and other related surface equipment.

A list of candidate wells will be provided to the Contractor after issuance of LOA. The Contractor shall make a study of these wells and select 10(ten) wells which will be best suitable for the ESP systems. Accordingly, the Contractor shall submit a report to OIL within 30 days.

At the time of installation, the Contractor shall undertake analysis of the well data of specific well and design the well completion for ESP installation selecting pumps from any one of the stipulated categories as mentioned in above.

B. **<u>Designing of surface and sub surface ESP equipment:</u>** On the basis of well data supplied, the Contractor shall have to design surface and down hole ESP system equipment individually for all the wells. Designing of ESPs shall preferably be carried out with the help commonly used software like Sub-pump or equivalent. The design shall include downhole completion with representative schematic showing all the components and size and connections. Relevant design data sheets, graphs, load calculations of electrical equipments etc shall be furnished along with the bid. Based on the design calculation the Contractor shall select suitable downhole equipment like pump, motor, gas separator and surface equipment like Variable Speed Drive (VSD), Junction Box, Generator etc. The Contractor shall make a list of the offered equipment mentioning Make, Model, Quantity, dimensions etc in tabular form and shall be furnished along with the bid. The following design consideration shall be taken into account:

1. The furnished well data are indicative and may change to certain degree from the time of measurement. Therefore appropriate allowances for the well parameters shall be added while designing the ESP system.

2. A Reservoir pressure depletion of 5 to 10% per year shall be assumed for all design calculations.

3. Designing of Pump setting depth shall be in such a way that the Fluid Over Pump (Pump submersion)be at its maximum to avoid failure of pump on account of dry run and to minimize down hole retrieval operations.

C. **Supply of designed ESP equipments on rental basis** The Contractor shall provide 10 (ten) sets ESP system as a complete package of equipment on rental basis for a period of 3 years of operation and with a provision for extension for upto 1 (one) year.

Subsurface Equipment:

1. Submersible Electric Motor
2. Hydro protector
3. Gas Separator
4. Electric Submersible Pump
5. Pump Intake
6. Down hole Sensor
7. Electric Cable
8. Check Valve
9. Tubing Drain
10. Discharge Head
11. Any other item not covered but required

Besides, the above, the ESP system shall constitute the following:

I) **Surface Equipment:**

1. Well Head
2. Junction Box
3. Transformer
4. Variable Speed (Frequency) Drive (VSD/VFD)
5. For Diesel Gen set based ESPs -HSD powered Generator Set (1 unit per ESP system for 5 ESP systems)
6. For Diesel Gen set based ESPs - HSD powered Generator Set unit (1 unit per ESP system for 5 ESP systems) - to be kept as back up unit.
7. For Gas Gen set based ESPs - Gas Engine driven Generator Set(1 unit per ESP system for 5 ESP systems)

8. For Gas genset based ESPs - Gas Engine driven Generator Set(1 unit per ESP system for 5 ESP systems) - to be kept as back up unit.
9. Harmonic Filter (if needed)
10. Any other item not covered but required

All equipments offered must be manufactured not before 01.1.2014.

II) Installation & Commissioning Tools

The Contractor shall arrange for all the necessary installation & commissioning tools such as slips, elevator, cable Pulley, wrenches, all type of lubricants etc. specially required for ESP installation.

Note: Delivery Schedule of ESPs on site

Phases of ESP system delivery	Delivery time	ESP systems to be delivered	Cumulative number of ESP systems delivered
1st Phase	0-180days from issuance of LOA	2	2
2nd Phase	30 days from delivery of ESPs in 1st phase	2	4
3rd Phase	30 days from delivery of ESPs in 2nd phase	2	6
4th Phase	30 days from delivery of ESPs in 3rd phase	2	8
5th Phase	30 days from delivery of ESPs in 4th phase	2	10

OIL will provide rigs to install the ESPs in the well envisaging 2 ESPs within a month's time and the contractor shall make the 2 equipments fully operational after installation of each ESP.

Note: If the contractor fails to comply with the above delivery schedule penalty as per (d) of the table in Clause 10.0 of Schedule of Rates shall be applicable.

D. Assignment of field service specialists to work with OIL's rig crew

After receiving of the ESP equipment at Duliajan, Assam, OIL shall arrange for deployment of well servicing rig for installation of ESP's down hole equipment. At the time of running in of ESP downhole equipment, the Contractor shall depute ESP engineer to instruct and assist the rig crew for proper installation of the same. Moreover the Contractor shall depute competent personnel to install and commission of the ESP system after completion of downhole pumps.

E. <u>Installation & Commissioning of ESP</u>

As a parallel operation to that of para D above, the Contractor shall arrange for deployment of ESP Commissioning engineer to complete the installation and functional testing of the surface equipment (like Gen set, VSD etc) at the OIL's designated wells. The ESP Commissioning engineer shall be present during the entire commissioning and installation period of all the ESPs. The commissioning engineer shall be fully responsible and shall take complete control of the installation and commissioning activities of the ESP packages at the well site. The ESP Commissioning engineer deployed must be fluent in English or local language.

Once the installation of the down hole equipment is completed, the Contractor shall arrange for commissioning of the ESP system as a whole to the satisfaction of OIL. All tests shall be carried out in presence of OIL's Engineers and all test results shall be recorded in a proper manner and should be submitted to OIL.

HSD required for running of the Diesel based ESP Gensets shall be supplied by Contractor. Necessary fuel Gas (Natural Gas) required for running of the Gas based ESP Gensets shall be supplied by OIL. The supplied gas will be free of cost. The gas shall be supplied to a single point at the well site and the party shall arrange for extending the gas lines to their equipments.

During the installation and commissioning of Prime mover & Electric Controls following guideline are to be specifically adhered to:

i) All works of installation shall be carried out in complete with latest BIS, IE rules, Indian Electricity Acts and National Electric codes.

ii) If required, services of specialist Engineer(s) from the manufacturers of Motor and Control panel shall be made available by the Contractor for installation and commissioning of the equipment to the full satisfaction of OIL.

iii) All electrical works shall be done by persons having relevant & valid electrical licenses issued by State Licensing Board.

iv) Civil engineering works such as trench cutting, masonry jobs like grouting, levelling etc. shall be done by Contractor.

v) The Contractor shall obtain permit to work from Engineer-in charge/Installation manager before taking up the installation and commissioning job.

vi) Complete earthing system, including materials, shall be supplied and installed by the Contractor as per IS: 3043 and to the satisfaction of OIL.

vii) All equipments which shall be inside the “Hazardous Zone” should have valid DGMS approval.

viii) Check of Electrical: The Contractor shall carry out the following checks of electrical equipment –

a. Conformity to the circuit diagram.
b. Protection schemes
c. Insulation checks
d. Earth resistance test
e. Tightness checks of circuits / control devices
f. Any other test as recommended by the manufacturer

The commissioning of the ESP system deems to be completed once the well is brought into production with the help of ESP and to the satisfaction of OIL. After completion of the jobs, the ESP commissioning engineer shall prepare a complete commissioning report and submit it to OIL.

F. **Operation & Maintenance of ESPs**

After successful commissioning of each ESP package, the Contractor shall undertake full responsibility for Operation and Maintenance of the same for a period of 3 (three) years.

The scope of work under operation and maintenance of the ESPs includes all that are required for safe, trouble-free and uninterrupted operation of the supplied ESPs as per sound industry practices, for a period of 3 (three) years. The Contractor shall undertake operation and maintenance (O&M) of the ESPs forthwith after completion of the installation and commissioning of the ESPs and shall be responsible for arranging all resources including competent manpower as per requirements of Indian Mines Act, its bye-laws & other legislations in force; employee insurance & benefits and all resources / facilities for continuous twenty four hour operations on shift basis; public liability insurance, routine & scheduled maintenance including running repairs and provisioning of relevant spares and consumables in relation thereto, upkeep of the well plinth including periodic repainting.

Scope of operational and maintenance jobs: The Contractor shall carry out the following operations:

a) Transportation of their men and materials to the respective installations is Contractor’s responsibility. The Contractor must have sufficient transportation facilities for transfer of crew, materials etc. to the work locations.

b) Operation of all surface and downhole equipment of Electric Submersible Pumping units round the clock in its oilfields and record all operating parameters in respect of equipment in the Log Sheets which are to be approved by OIL. This includes various hourly parameters of ESP units which are available at the monitor of Electrical control panel.

c) **Day to day routine maintenance** - The Contractor shall carry out day to day routine maintenance including provision of spares and consumables at their cost and it will be part of O&M. Duration of routine maintenance shall be planned and fixed mutually.

d) **Scheduled maintenance** - The Contractor shall design and carryout well planned preventive maintenance of the ESP units and it is expected that there will not be any breakdown of the ESPs units during the O&M period. Sufficient spares shall be kept in hand by the Contractor prior to taking up maintenance job.

e) **Breakdown maintenance** - In case of any breakdown of the ESP units the Contractor shall carryout breakdown maintenance at the earliest possible time. Sufficient spares shall be kept in hand by the Contractor prior to taking up the maintenance job.

f) **Down hole Retrieval & Servicing:** It is envisaged that the installed ESP systems shall run for at least 2 years time without any requirement for down hole retrieval. After completion of 2 years and if the maintenance demands the retrieval of down hole equipment from the well, OIL will provide requisite work-over rig service. Contractor shall intimate OIL at least 45 days in advance if such maintenance is required. If any other materials, services or assistance are to be provided by OIL for maintenance of the ESPs in the wells the same may be specifically mentioned in the bid.

If there is any breakdown of downhole equipment before completion of 2 years, OIL may decide to provide requisite work-over rig service considering priority and availability of rigs subject to the following conditions:

i) OIL will endeavor to provide rigs within 45 days from the notice of the contractor for retrieval of down hole equipment from the well. During the workover operation for retrieval of downhole ESP, the Contractor shall provide requisite manpower and services as per Clause 3.0 E above. During the period from the date of breakdown of equipment till placement of rig at well site, zero rates shall be applicable during this period. However, penalty will not be charged. Daily rental charge and Operating day rate charge will be payable after the installation and commissioning period.

ii) In case of multiple failure of ESP systems (i.e. more than one

ESP at a time) only 1 rig at a time will be deployed to attend such cases. However OIL may consider providing rigs for other wells depending on the priority of well, availability of rigs, rig movement. Zero rates as per (i) above will be also applicable for all shutdowns of ESP systems.

iii) If there is more than one failure for a particular set of ESP downhole equipment in 2 years which requires retrieval, OIL will endeavor to provide rigs within 90 days. Zero rates along with penalty as per Clause 9 c) of Part -3 Section IV will be applicable till the installation and commissioning of ESPs is completed subject. Penalty will be applicable for a maximum of 90 days.

iv) If the downhole equipment is malfunctioning because of factors attributable to downhole conditions or any other reasons that are not attributable to the contractor, then no penalty shall apply. Daily rental shall be paid in such cases.

v) In cases where the ESP system is shifted from a particular location to another, the ESP system should run for a total of 2 years failing which above clauses will be applicable.

g) During the tenure of the contract, if OIL intends to shift ESP system from a particular location to another location due to uneconomical operation, the well fails to deliver desired level of production, reservoir and production related reasons or any other logistics or environmental problem, OIL shall notify the Contractor to terminate the operation for that particular well and direct to reinstallation of the ESPs to another well. The Contractor shall retrieve the down hole equipment from the well with the help of Workover rig provided by OIL. The Contractor shall arrange for transferring all the surface and subsurface equipment to another locations as designated by OIL.

h) The Contractor shall provide and maintain general illumination of the installations.

i) **<u>Documentation:</u>** The Contractor shall submit Preventive Maintenance Schedule along with the bid. Recording of various operational parameters shall be done in Log sheets and shall be submitted to OIL on daily basis.

j) The Contractor shall adhere to the Safe Operating Procedure furnished to the Contractor for running of the units.

k) **<u>ASSOCIATION OF COMPANY'S PERSONNEL</u>:**

i. OIL may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. OIL's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

ii. OIL's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

iii. Joint inspection of the well sites with OIL representative and submit detailed report of the site condition prior to taking up the job.

l) The contractor shall maintain cleanliness and up-keepment of the installations.

m) The Contractor's personnel shall undertake the operation & maintenance of all the surface equipment including Gensets, VSD etc.

n) All the consumables like Lube oil, Transformer oil and any other consumables shall be arranged by the Contractor for operation & maintenance of the ESP systems.

o) **Operating time and Unit maintenance time**- It is envisaged that the ESP units will operate for 365 days in a year on 24 hours per day basis. There may be planned stoppage of the pump for periodic inspection, maintenance or any other scheduled jobs. Duration of such interruption shall be worked out mutually at the time of actual execution of the job based on technical justifications.

p) The Company shall hand over the well sites secured with suitable fence where ESPs will be installed. The security of all the Contractor's equipments including consumables and of the Contractor's personnel working in the respective installations shall be the Contractor's responsibility and liability. Company shall not be liable for any loss or damage of Contractor's equipments. Also, the Contractor shall be required to arrange for the requisite security through State Agencies for ensuring safe movement of their experts to the site.

G. Spare management

Provision of managing Spares for the ESP's is the Contractor's responsibility. The Contractor shall keep sufficient stock of spares in hand so that the breakdown of any equipment can be attended and rectified in a quickest mode. If possible, some of the critical equipment shall be kept as back up for urgent replacement of the faulty unit.

H. Imparting Training to OIL's personnel

(i) The Contractor shall imparts training to at least 12 OIL's personnel at Company's headquarters, Duliajan free of cost on Electrical Submersible Pump system as mentioned below:

a) Data analysis and candidate selection
b) Pump design & selection of equipment
c) Installation & Commissioning of downhole and surface equipment
d) Safe Operation & Maintenance of ESP's
e) Monitoring of ESP system
f) Trouble shooting

The training schedule will be divided into two modules:

a) Class room training on all theoretical aspects for a period of one week
b) On the job training during actual job operations without hampering the operations.

(ii) Training shall be provided to at least 5 OIL's executives for duration of 02 weeks at Contractor's work place free of cost during execution of the project for familiarization with Installation & Commissioning of ESPs, Operation & Maintenance of ESPs and all other aspects of ESPs. To and fro and accommodation of all the personnel expenses shall be borne by OIL. Contractor shall submit training schedule along with the bid. Necessary training module & training materials/handout required shall be provided by the Contractor.

4.0 Sub-contracting - The Contractor shall not sub-contract the O&M of ESPs.

5.0 Safe operating practices - The Contractor before taking up O&M of the plant shall develop a Standard Operating Procedure (SOP) for operation and maintenance, schedule of routine and periodic maintenance of ESPs as per sound industry practices. Such SOP shall be duly approved by OIL and be strictly adhered to by the Contractor for operation and maintenance of the ESPs. The deputed personnel shall take all safety precautions during the works as per the prevailing statutory guidelines. However, should there be any accident caused to Contractor's personnel due to their negligence to safety rules, the Contractor shall be fully responsible for such accident.

6.0 Safety Regulations - The operation and maintenance of the ESPs shall be carried out strictly in accordance with provisions stipulated in Indian Mines act, Oil Mines Regulations, Indian Electricity Rules, OISD norms etc. In absence of a stipulated provision, sound industry practices shall guide the service of the contract.

7.0 The Contractor shall be solely responsible throughout the period of the O&M Contract for providing all requirements of their personnel, and of their Sub-contractors, 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 taxes, if any, payable at no charge to OIL.

8.0 Manpower used for operation and maintenance of the plant shall have sound health, adequate qualification and experience as well as competency as stipulated vide Indian Mines Act, Oil Mines Regulations & other byelaws, regulations and norms in for. In absence of a stipulated provision, sound industry practices shall guide the operation and maintenance work.

9.0 The Contractor shall arrange for any special passes required by workers to enter the site.OIL will provide necessary assistance if required.

10.0 The O & M contractor will be responsible for providing Personnel Protective Equipment (PPE) to all its employees as required under OMR 1984 for working in oilfields.

11.0 **<u>TRANSPORTATION SERVICES</u>**
Transportation of Contractor's personnel & their material from camp site to well site and between work sites shall be the responsibility of the Contractor. All vehicles deployed for this purpose should be in prime condition.

12.0 **<u>PERSONNEL TO BE DEPLOYED</u>**

i) The Contractor shall provide competent, qualified and adequately experienced personnel for carrying out jobs as mentioned in scope of work correctly and efficiently. Personnel provided by the Contractor shall observe all safety and statutory norms applicable to the Company. Their performance shall be to the satisfaction of the Company and the Contractor shall be willing and ready to replace, at their own expenses, any of their personnel who are not found suitable by the Company.

ii) Maintain a highly skilled technical staff to render the services and capable of making the best use of the equipment so as to ensure the highest degree of accuracy and reliability of the works/data gathered.

iii) Contractor shall submit CVs of the personnel to the COMPANY for approval prior to the commencement of the Operations.

iv) The Expatriate personnel of the Contractor shall posses a MHA (Ministry of Home Affairs) clearance and the Contractor shall ensure that the MHA clearance is obtained at his own responsibility and cost prior to any expatriate personnel mobilized to the field.

v) Personnel provided by the Contractor shall observe all safety and statutory norms applicable to the Company.

vi) Personnel deployed by the Contractor shall be fluent in English/local language.

vii) The following Key personnel, required for execution of the contract shall have to be deployed by the Contractor. The Contractor shall be required to furnish certificates of experience of the personnel deployed by them.

POSITION	MINIMUM QUALIFICATION & EXPERIENCE	NUMBER OF PERSONNEL
ESP Maintenance Engineer who shall also act as the Overall In charge / Works Manager	Engineering graduate or equivalent with Working Experience of 05 Years in ESP related service Or Engineering Diploma holder or equivalent with Working Experience of 07 Years in ESP related service	1
ESP Commissioning engineer	Engineering graduate or equivalent with Working Experience of 03 Years in ESP related service Or Engineering Diploma holder or equivalent with Working Experience of 05 Years in ESP related service	1

Note: The above list of key personnel indicates the minimum requirement. The Contractor will need to make provisions for additional manpower that may be required for execution of the Contract smoothly. The detailed bio-data of the personnel and the number of additional personnel planned to be deployed must be submitted with the technical bids.

COMPANY'S REQUISITES

i) Contractor shall, prior to mobilization, furnish to Company a list of all personnel who are to perform the Services. The list shall show each person's qualifications, details of work history and previous employment with dates, training courses attended, and copies of all pertinent certifications. Personnel must have good skill in writing and speaking English.

ii) If the Contractor plans to change any personnel from the list, the Contractor shall notify Company in advance of the intended change and give Company the above mentioned particulars of the new person.

iii) Company reserves the right to reject any person on such list, and any subsequent changes to the list. A notice period of one week shall be given to mobilize personnel.

NOTE:

1) An undertaking from all the personnel as per Performa (Annexure-III) shall be forwarded after deployment of manpower prior to mobilization.

2) The personnel deployed by the Contractor shall comply with all the safety norms applicable during operation.

3) For driving the vehicles/units on road, the Contractor shall ensure that the driver possesses necessary valid and proper licenses conforming to Indian Motor Vehicle Act.

4) **Medical Fitness:** The Contractor shall ensure that all of the Personnel deployed under the contract shall have had a full medical examination from qualified and registered doctor in accordance with accepted medical standards.

5) **Training Courses**: The Contractor shall ensure that all of the Contractor Personnel performing services hereunder shall have attended all safety and operational training courses such as mines vocational training or equivalent required by applicable law and as is generally consistent with international petroleum industry practice and/or as otherwise required by the Company.

6) The Contractor shall, if requested, forthwith produce valid and current certificates of completion or attendance for the Company's inspection.

7) Personnel shall be versed in fire fighting, handling of hazardous chemical, Gas testing etc. The appropriate certificates to this effect also should be submitted prior to mobilization.

8) Work Manager shall co-ordinate day to day operations smoothly and in professional manner. He shall visit Company's representative office everyday for taking necessary instruction for the operation.

9) Contractor shall deploy other personnel which shall include drivers, (both at well site and camp site), services of unskilled labour.

10) On/off duty details of ESP jobs and associated service personnel shall be indicated.

11) Employment of personnel other than key persons shall be at the discretion of the contractor to run all operations at work site and camp successfully.

12) The Contractor shall forward the list of personnel deployed along with bio-data/qualification/experience/track record of the personnel prior to mobilization of the equipment with all supporting documents. Any additional manpower deployed by the Contractor shall be at the expense of the Contractor.

13) The age of all the key personnel should not be more than 60 (Sixty) years (supporting document to this effect shall be submitted).

14) The Contractor shall be responsible for arranging relief of personnel during vacation, statutory off days, sickness etc. entirely at their cost. However, the relief personnel also shall have the experience as indicated above. Moreover, the Contractor shall have to obtain prior approval from the Company for the relief personnel of the Contractor.

15) Company reserves the right to instruct for removal of any Contractor's personnel who in the opinion of company is technically not competent or not rendering the services faithfully, or due to other reasons. The replacement of such personnel will also be fully at cost of the Contractor and the Contractor shall have to replace within Ten (10) days of such instruction.

16) All charges for personnel are included in Day rates. No separate charges shall be payable for the personnel deployed.

13.0 <u>HEALTH, SAFETY & ENVIRONMENT (HS&E) POLICY:</u> The Contractor must have an own well defined HS&E policy to realize the highest achievable safety standards of work safety and health and protecting the environment. The policy shall be adaptable to complying all local, state and industry regulations & standards relating to Health, Safety and Environment.

OIL has also an HS&E policy in place covering different applicable industry standards and regulations. Moreover the policy is guided by the statutory and Government directives.

The Contractor shall make a comprehensive HSE policy to be known as Bridging Document to accommodate all the safety requirements of OIL and the Contractor in consultation with OIL for ESP's Operation & Maintenance

i) **Safety**: The Contractor shall observe such safety regulations in accordance with acceptable oilfield practice and applicable Indian Laws. The Contractor shall take all measures reasonably necessary to provide safe working conditions and shall exercise due care and caution in preventing fire, explosion. Contractor shall conduct such safety drills, Tool box meetings, etc. as may be required by company at prescribed intervals.

ii) The Contractor shall provide all necessary fire fighting and safety equipment as per laid down practice as specified under OISD - STD - 182 and OMR.

ii) Fire protection at ESP installations shall be the responsibility of the Contractor. Necessary action shall be taken and prior arrangements to be made for providing competent persons trained in the field of fire fighting at the well site.

iii) Documentation, record keeping of all safety practices should be conducted as per International/Indian applicable laws, act, regulations etc, as per standard Oilfield practice and these records should be made available for inspection at any point of time. The H.S.E (Health, Safety and Environment) policy as well as emergency procedure manual should be kept at site. Compliance of these shall be the sole responsibility of the Contractor.

iv) **First Aid Kit:** An adequate and approved first aid kit shall be provided at work site with all medicines as recommended by John Ambulance.

vii) **CAMP AND OTHER ESTABLISHMENT**: Suitable camp facilities for Contractor's personnel including catering services shall be Contractor's responsibility.

viii) **COMMUNICATION SYSTEM:** Suitable communication system like WLL/ Cell phone is to be provided by the Contractor for effective communication from the wells as well as from the base camp.

Design Data Sheet IA

GENERAL INFORMATION

a)	Company	OIL India Limited
b)	Location	Assam

WELL BORE

a)	Casing size	51/2" OD X 17 -23 ppf
b)	Tubing size	2 7/8" OD EUE N80/L80/P110 X 6.5 ppf
c)	Well Depth	2500m -4500m
d)	Well type	Vertical/Horizontal/S bend/J bend

SURFACE INFORMATION

a)	Well Head Pressure	150 psi
b)	Well Head Temperature	30 deg. Celsius
c)	Flowline I.D	4.5 inches
d)	Flowline length	Approx. 5 km
e)	Separator Pressure	50 psi
f)	Power	To be designed by the bidder/Contractor

FLUID PROPERTIES

a)	Oil Gravity	30-40 deg. API
b)	Gas Gravity	Around 0.65
c)	Water Gravity	1.00
d)	Water Cut	0-80%
e)	Water Salinity	2500-4500ppm
f)	Type of Scale	Waxy Crude
g)	H_2S content	Negligible
h)	CO_2 content	Negligible
i)	Paraffin	Max. 14 %
j)	Asphalt ate	Max. 10%
k)	Abrasiveness	Sand may be present in some wells

RESERVOIR AND WELL CHARACTERISTICS

a)	Static Pressure	150-250ksc
b)	Temperature	110 deg. Celsius
c)	Productivity Index	0.5-2 bbls/psi
d)	Permeability	1 md to 3 d
e)	Bubble point pressure	250-300psi

DESIRED CONDITIONS

a)	Maximum Pump Setting Depth	Up to 2500 metres.
b)	Desired Flow rate	60- 100 cum/day

The above information is generalized for all wells. Actual data for individual candidate wells will be provided during execution of the project.

14.0 <u>SUBMISSION OF DOCUMENTS</u>: In support of BRC/BEC criteria, the bidder has to submit the following documents along with the technical bid:

(I) **In support of clause no. 1.1.1 of BRC/BEC**, the bidder shall submit an undertaking confirming that the offered subsurface equipment are not manufactured before 01.01.2014 and that ownership of the equipment is in the name of the bidder. In case of brand new equipment, the bidder shall submit a certificate in original from the manufacturer certifying that the manufacturer will provide brand new equipment or self certified in case the bidder is an OEM along with the Un-priced Techno-Commercial Bid. The certificate shall also clearly indicate the committed date of readiness of the equipment for shipment after due inspection.

(II) **<u>For Clause 1.2.1 of BRC/BEC, the documents should be in the form of:</u>**
Completion certificates from clients or shipping documents or any other document substantiating that the bidder has manufactured at least 5 ESPs in the last 7 years reckoning bid closing date.

(III) **<u>For Clause 1.2.2 of BRC/BEC, the documents should be in the form of:</u>**
Copies of completion Certificate(s) or payment certificate(s) or any other documents which substantiate successful execution of Installation, Commissioning and Operation & Maintenance (O &M) of at least 5 nos. of ESP systems in the last 7 years reckoning bid closing date, issued by the client(s) with contact details of the issuing person/organization.

(IV) In case the documentary evidences mentioned above are not available with the bidder at the time of submission of the bid or in case any of the document (s) is confidential in nature and cannot be shared, then the CEO/CFO of that bidding company must give an undertaking to the effect that his company has executed /

fulfilled all the requirements of **clause No. 1.2.1 and 1.2.2 of BRC/BEC** to the best satisfaction of their clients.

(V) In support of financial criteria i.e. Clause 1.3 of BRC/BEC, Documentary evidences in the form of audited Balance sheet and Profit and Loss Account for the last 3 (three) years ending 31.03.2013 (or 31.12.2012) as applicable shall be submitted along with the Techno-Commercial Bid. In case the audited Balance sheet and Profit and Loss Account submitted along with bid are in currencies other than INR or US$, the bidder shall have to convert the figures in equivalent INR or US$ through a certified Chartered Accountant, considering the prevailing conversion rate on the date on which the audited Balance sheet and Profit and Loss Account were signed. In case the bidder is a subsidiary company and does not prepare accounts separately, accounts of the parent company along with a certificate from CEO/CFO stating that the accounts of the bidder are not prepared separately shall be submitted.

(VI) For Clause No. 1.4 of BRC/BEC i.e. in case of bids with technical collaboration/joint venture, the bidder shall in support of their experience, submit Completion Certificates from clients or shipping documents or any other document substantiating that the bidder has supplied at least 5 ESPs in the last 7 years reckoning bid closing date. They shall also submit a Memorandum of Understanding (MOU)/Agreement with their technical collaborator /joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.

(VII) Consortium bids shall be submitted with a Memorandum of Understanding between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted along with the Techno-commercial bid.

(VIII) For Clause 1.7 and 1.8 of BRC/BEC, in case the subsidiary company is dependent upon the experience of the parent company or vice-versa or on the experience of sister subsidiary/co-subsidiary company with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose as under:

(i) An Agreement (as per format enclosed at Annexure-IV) between the parent and the subsidiary company or vice-versa or Proof of being 100 % subsidiary in the form of Certification of incorporation issued by Register of Companies and Memorandum of Association along with Article of Association

(ii) Parent/Subsidiary Guarantee (as per format enclosed as Annexure-IV) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the techno-commercial bid.

(iii) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder shall enclose an agreement (as per format enclosed at Annexure-V) between them, their ultimate parent/holding company and the sister subsidiary/co-subsidiary company.

(IX) **Equipment offered –** The necessary technical details & literatures of the offered units and accessories are to be submitted by the bidder.

(X) The bidder shall furnish duly filled up checklist as per **Annexure - A of TOR** along with the Techno-Commercial Bid.

Annexure -A of TOR

CHECKLIST FOR DOCUMENTS SUBMITTED

Bidders to mark (√) **Confirmed** or **Not confirmed** whichever is applicable

Sl. No.	Description	Confirmed	Not confirmed
1.	In support of clause no. 1.1.1 of BRC/BEC, the bidder shall submit an undertaking confirming that the offered subsurface equipments are not manufactured before 01.01.2014 and that ownership of the equipments is in the name of the bidder.		
2.	In case of brand new equipment, the bidder shall submit a certificate in original from the manufacturer certifying that the manufacturer will provide brand new equipment or self certified in case the bidder is an OEM along with the Un-priced Techno-Commercial Bid. The certificate shall also clearly indicate the committed date of readiness of the equipment for shipment after due inspection.		
3.	**For Clause 1.2.1 of BRC/BEC, the documents should be in the form of:** Completion certificates from clients or shipping documents or any other document substantiating that the bidder has manufactured at least 5 ESPs in the last 7 years reckoning bid closing date.		
4	**For Clause 1.2.2 of BRC/BEC, the documents should be in the form of:** Copies of completion Certificate(s) or payment certificate(s) any other documents which substantiate successf execution of Installation, Commissioning and Operation Maintenance (O &M) of at least 5 nos. of ESP systems in t last 7 years reckoning bid closing date, issued by the client		

	with contact details of the issuing person/organization.		
5	In case the documentary evidences mentioned above are not available with the bidder at the time of submission of the bid or in case any of the document (s) is confidential in nature and cannot be shared, then the CEO/CFO of that bidding company must give an undertaking to the effect that his company has executed / fulfilled all the requirements of clause no. 1.2.1 and 1.2.2 of BRC/BEC to the best satisfaction of their clients.		
6	Documentary evidences in the form of audited Balance sheet and Profit and Loss Account for the last 3 (three) years ending 31.03.2013 (or 31.12.2012) as applicable shall be submitted along with the Techno-Commercial Bid.		
7	In case the bidder is a subsidiary company and does not prepare accounts separately, accounts of the parent company along with a certificate from CEO/CFO stating that the accounts of the bidder are not prepared separately shall be submitted.		
8	**Bids with Technical Collaboration/ Joint Venture Partner:** In case of bids with technical collaboration/joint venture, the bidder shall in support of their experience, submit Completion Certificates from clients or shipping documents or any other document substantiating that the bidder has supplied at least 5 ESPs in the last 7 years reckoning bid closing date. They shall also submit a Memorandum of Understanding (MOU) / Agreement with their technical collaborator/ joint venture partner clearly indicating their roles under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender.		
9	**Bid from Consortium of companies** Consortium bids shall be submitted with a Memorandum of Understanding		

	between the consortium members duly signed by the authorized Executives of the consortium members clearly defining the role/scope of work of each partner/member, binding the members jointly and severally to the responsibility for discharging all obligations under the contract and identifying the Leader of Consortium. Unconditional acceptance of full responsibility for executing the 'Scope of Work' of this bid document by the Leader of the Consortium shall be submitted along with the Techno-commercial bid.		
10	**Eligibility criteria in case bid is submitted on the basis of experience of the parent/ subsidiary company:** In case the subsidiary company is dependent upon the experience of the parent company or vice-versa ,with a view to ensure commitment and involvement of the parent/ subsidiary company for successful execution of the contract, the participating bidder should enclose as under: (iv) an Agreement (as per format enclosed as Annexure-IV) between the parent and the subsidiary company or vice-versa or Proof of being 100 % subsidiary in the form of Certification of incorporation issued by Register of Companies and Memorandum of Association along with Article of Association (v) Parent/ Subsidiary Guarantee (as per format enclosed as Annexure-IV) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the techno-commercial bid.		
11	**Eligibility criteria in case bid is submitted on the basis of experience of sister subsidiary/ co-subsidiary company:** In case the subsidiary company is dependent upon the experience of sister subsidiary/ co-subsidiary company, with a view to ensure commitment and involvement of the parent/subsidiary company/sister subsidiary company for successful execution of the contract, the participating bidder should enclose as under:		

	(i) Provided that with a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder shall enclose an agreement (as per format enclosed as Annexure-V) between them, their ultimate parent/holding company and the sister subsidiary/co-subsidiary company. (ii) Parent/ Subsidiary Guarantee (as per format enclosed as Attachment – II) from the parent/ subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the techno-commercial bid.		
12	**MOBILIZATION TIME**: The bidders must confirm their compliance in their “Techno-Commercial” bid to complete the mobilization of 1st 2 sets of ESP within **180 days** from the date of issue of the Letter of award (LOA).		
13	**Equipment offered** – The necessary technical details & literatures of the offered units and accessories are to be submitted by the bidder.		
14	The Integrity Pact must be submitted with the Techno-Commercial Bid duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Any Bid not accompanied by the Integrity Pact duly signed by the bidder shall be rejected straightway.		

END OF SECTION – II

PART-3
SECTION – III

SPECIAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS: Following terms and expression shall have the meaning hereby assigned to them unless the context otherwise requires:

1.1 "Equipment" means all the equipment required for execution of the work under the scope of works including Tools, machineries, hardware, software and other accessories.

1.2 "Base" means where the Contractor will establish camp for their equipment and personnel.

1.3 "Operating Area" means those areas in Assam where the Contractor shall carry out the work under this bid.

1.4 "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.

1.5 "Company's items" means the equipment, materials and services, which are to be provided by company at the expense of company.

1.6 "Contractor's items" means the Equipment, materials and services, which are to be provided by Contractor to carry out the job satisfactorily.

1.7 "Commencement Date" means the date on which the mobilization is completed in all respects.

1.8 "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor to conduct operations hereunder.

1.9 "Contractor's representatives" means such persons duly appointed by the Contractor to act on Contractor's behalf and notified in writing to the company.

1.10 "Day" means a calendar day of twenty-four (24) consecutive hours beginning at 06:00 hrs. and ending at 06:00 hrs.

1.11 "Approval" as it relates to Company, means written approval.

1.12 "Facility" means and includes all property of Company owned or hired, to be made available for services under this Contract and as described in this agreement which is or will be a part of the Company.

1.13 “Certificate of Completion” means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.

2.0 MOBILIZATION

2.1 The mobilization shall be carried out in accordance to Clause No. 2.2 Section-I, part- 3.

2.2 The Contractor will advise readiness for commencement of mobilization/ shipment to company in accordance to Clause No. 2.2 Section-I, part- 3.

3.0 CONTRACTOR’S PERSONNEL

3.1 Except as otherwise hereinafter provided the selection, replacement, and engagement; Contractor shall determine remuneration of Contractor’s personnel. Such employees shall be solely of Contractor’s employees. Contractor shall ensure that its personnel will be competent and efficient. However, the Contractor shall provide details of experience, qualification and other relevant data of the personnel to be deployed for scrutiny and clearance by the company before the actual deployment. The Contractor shall not deploy its personnel unless cleared by the company.

3.2 The Contractor shall have a base office at Base camp at Duliajan to be manned by competent personnel, who shall act for the Contractor in all matters relating to Contractor’s obligations under the contract.

3.3 Contractor’s Personnel: Contractor shall provide all manpower for necessary supervision and execution of all work under this contract to company’s satisfaction except where otherwise stated. The minimum number of key personnel to be deployed is mentioned in this document.

3.4 Replacement of Contractor’s Personnel: Contractor will immediately remove and replace any Contractor’s personnel, who in the opinion of company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by company to be undesirable.

3.5 Contractor shall deploy on regular basis, all category of their employee required for economic and efficient work servicing operations.

5.0 FOOD, ACCOMMODATION, TRANSPORTATION AND MEDICAL FACILITY AT FIELD INSTALLATIONS:

5.1 Contractor shall provide food & services for all its own & its sub-contractor’s personnel.

5.2 Transportation of Contractor’s personnel from base camp to work place will be arranged by Contractor at his cost.

5.3 Medical Facilities: The Contractor shall arrange for medical facilities for their personnel. However, OIL may provide services of OIL Hospital as far as possible in emergency on payment.

6.0 CONTRACTOR’S ITEMS

6.1 Contractor shall provide equipment and personnel to perform the services under the contract as specified in this document.

6.2 Contractor shall be responsible for maintaining at its own cost adequate stock levels of items including spares and replenishing them as necessary.

6.3 Contractor shall be responsible for the maintenance and repair of all equipment and will provide all spare parts, materials, consumables etc. during the entire period of the contractual period.

6.4 Contractor will provide all POL for operation of Contractor's equipment both at work-site and campsite at Contractor’s cost. There shall be **no escalation** in any rates and others throughout the duration of the contract including extension, if any, on account of **any price increase in fuel/lubricants except that of HSD**. **For HSD, provision for escalation of rates is provided which is detailed in clause No.6 (f) of Schedule of Rates.** Contractor will arrange necessary electricity at campsite at their own cost.

7.0 CONDUCTING FIELD & OFFICE WORKS

7.1 The Contractor shall carry out all operations mentioned hereunder with due diligence in a safe and workmanlike manner and in accordance with accepted International oilfield practices.

7.2 All the equipments and materials required for execution of the works under this bid shall be in good working condition. The company reserves the right to check the relevant certificates of the equipments, certifying the conditions of the equipment.

7.3 Contractor shall be solely responsible for the operation and maintenance of their equipments.

7.4 **Safety:** Contractor shall observe such safety/pollution control regulations in accordance with acceptable oil field practice and applicable Indian Laws such as Mines safety rules etc. Contractor shall take all necessary measures reasonably to provide safe working conditions and shall exercise due care & caution in preventing fire, pollution, maintain fire-fighting equipment in sound condition at all times during operation. Contractor shall conduct safety drills.

7.5 **Adverse Weather**: Contractor, in consultation with company, shall decide when, in the face of impending adverse weather conditions, to institute precautionary measures in order to safeguard the equipment and personnel to the fullest possible extent.

7.6 **<u>AMENDMENTS OF COMPLETION PROGRAMME</u>:** It is agreed that Contractor shall carry out operations in accordance with the programme furnished to OIL, which may be amended from time to time by reasonable modification as OIL deems fit, in accordance with good oil field practices.

8.0 <u>CONTRACTOR'S SPECIAL OBLIGATIONS</u>

8.1 It is expressly understood that Contractor is an independent party/Contractor and that neither it nor its employees and its subcontractors are employees or agents of company provided, however, company is authorised to designate its representative, who shall at all times have access to the equipment and materials and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat company's representative as being in charge of company's designated personnel. The company's representative may, amongst other duties, observe, test, check and control implementation of equipment and inspect works performed by contractor or examine records kept by Contractor.

8.2 **<u>Compliance with Company's Instructions</u>:** Contractor shall comply with all instructions of Company consistent with the provision of this Contract, but not limited to work programme, safety instructions, confidential nature of information, etc. Such instructions shall, if Contractor request, be confirmed in writing by company's representative.

8.3 **<u>Confidentiality of Information</u>:** All information obtained by Contractor in the conduct of operations hereunder shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than company's representative. This obligation of Contractor shall be in force even after the termination of the Contract.

8.4 Contractor should provide the list of items if any to be imported in the format specified in Proforma-A for issuance of recommendatory letter to Directorate General of Hydrocarbons (DGH), New Delhi for clearance of equipment from Indian customs at concessional (nil) rate of customs duty.

8.5 Contractor shall arrange for inland transportation of all equipment, etc. from the port to the place of work and back at the end of the work at their own expense. Arrangement of Road Permits and payment of Assam Entry Tax for bringing equipment/material to Work place shall be Contractor's responsibility.

8.6 In case the Contractor imports the equipment etc. on re-export basis, the Contractor shall ensure for re-export of the equipment and all consumables and spares (except those consumed during the contract period) and complete all documentation required. Company will issue necessary certificates etc. as required. The Contractor should arrange for re-export of equipment within 60 days of notice of demobilization issued by the Company. If the re-export is not completed within the specified period, the company shall in no way be responsible for the additional custom duty/ penalty etc imposed by Indian government. The company reserves the right to withhold the payment till all such equipments are exported back and the site/base camp cleared off. Customs duty, penalty etc. levied by customs authorities for such delay shall be to Contractor's account and same will be deducted by the Company from Contractor's bills and security deposit.

9.0 LOSS OR DAMAGE OF EQUIPMENT

9.1 **Loss or Damage of Contractor's equipment:**

a) Except as otherwise specifically provided in the contract, any damage to or loss, of tools/equipment regardless of the cause or reason for said loss, shall be the loss of the Contractor, its underwriters or insurers. Contractor indemnifies OIL, its Co-licensees and its and their affiliates Companies, Agents, employees, invitees, servants, their underwriters or insurers (other than Contractor's) and their employees, agent any claim whatsoever or responsibility for any damage to or loss the equipment or property of Contractor or Contractor's sub-contractors furnished or intended for use in the operations herein undertaken.

b) If the equipments or any part thereof is lost or damaged beyond repair or becomes an actual or constructive compromised, arranged loss or is otherwise abandoned, the Contractor shall, if required by OIL or by the laws, regulation or order of Governmental Authorities or Agency remove the equipments from operating areas to the satisfaction of the OIL. If the Contractor fails/unreasonably delays in removing the equipments or any part thereof, the OIL may remove it either on its own or on Contractors request and the Contractor shall indemnify and reimburse OIL for all cost and expenses incurred by OIL in connection therewith. Any expense incurred by OIL in connection with or for locating the area/price of such loss/damage and/or ascertain whether such loss/ damage has resulted in any pollution or not, shall also be reimbursed by the Contractor to OIL.

9.2 **a) Loss or Damage of OIL'S EQUIPMENT: DELETED.**

b) Loss or damage of sub-surface equipment: Notwithstanding any provision under this contract to the contrary, Company shall assume liability **except in the event of gross negligence or willful misconduct on the part of the Contractor,** for loss or damage to the Contractor's sub-surface equipment and the down hole tools in the hole below the X-mass tree. Company shall at its option either reimburse the Contractor for the value of lost equipment/tools as declared in the import invoices at the time of mobilization (or subsequent replacement/addition) of the same equipment/ tools or CIF value as reflected in Performa-B hereto whichever is lower (Plus customs duty paid by the contractor for the equipment tool lost/ damaged, provided that the said custom duty was not borne by the Company and Contractor produces the documentary evidence towards payment of customs duty.) for any such loss or damage, less depreciation @3% per month from the date of commencement of this contract with a maximum depreciation equivalent to 50% of CIF value as indicated by the Contractor or at its option replace similar equipment/tools to the satisfaction of the Contractor and any transportation expenses incurred in connection herewith. All such costs shall be payable by Company only after Contractor has produced documentary evidence that the particular equipment/tools in question was not covered by Contractor's insurance policies. For such claims Contractor should notify the Company within one month. The inspection of recovered equipment from down hole need to be done by Company representative before submission of the invoice by Contractor.

c) Notwithstanding anything else contained herein to the contrary, the Contractor shall not be liable or responsible except in cases of gross negligence or wilful misconduct on account of the contractor, for or in respect of:

i) any sub-surface damage (including but not limited to damages or loss of a well or reservoir or formation, the loss of any oil or gas there from), or any surface loss or damage or injury or death arising out of a sub-surface damage; and/or

ii) blowout, fire, explosion or any other uncontrolled well condition; and/or

iii) damage to, or loss of oil or gas from any pipelines, vessels or storage or production facilities; and/or

iv) any loss or damage or injury or death whatsoever, direct or consequential, including liability arising from pollution originating below the surface and any clean up costs, whether caused by their personnel or Equipment or otherwise arising from or in any way connected with such sub-surface Operations or in performing or attempting to perform any such Operations

v) third party liabilities arising out of the above irrespective of the cause and the Company agrees that it shall absolve the Contractor and protect, defend, indemnify and hold the Contractor and its subcontractors, its agents and its parents, subsidiaries and affiliates, its other contractors and/or its and their directors, officers, employees, consultants and invitees harmless from and against all claims, suits, demands and causes of actions, liabilities, expenses, costs and judgments of every kind and character (including without limitation for the loss or damage of any property, or the injury or death of any person), without limit, in favour of any person, party or entity, resulting from any of the above, including costs incurred by Company in this respect.

9.3 **Pollution and Contamination:** Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between the Contractor and Company that the responsibility for pollution or contamination shall be as follows:

i) The Contractor shall assume all responsibility for cleaning up and controlling pollution or contamination which originates from Contractor's equipments and facilities above the surface.

ii) Company shall assume all responsibility for (including control and removal of the pollutant involved) and shall protect, defend and save the Contractor harmless from and against all claims, demands and causes of action of every kind and character arising from all pollution, contamination, which may occur from any cause, save and except pollution or contamination for which the Contractor assumes liability in terms of Sub-clause (a) above.

iii) In the event, a third party commits an act or omission which results in pollution or contamination for which either the Contractor or Company, for whom such party is performing work, is held to be legally liable the responsibility therefore shall be considered as between the Contractor and Company, to be the same as if the party for whom the work was performed and all of the obligations respecting defiance indemnity, holding harmless and limitations of responsibility and liability, shall be specifically applied.

10.0 CUSTOMS DUTY

10.1 Company shall use t**he Tools/equipment along with the Services under the Contract in the PEL/ML areas renewed/issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List-12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons(DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.**

10.2 Contractor shall provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall made written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory provided all the documents submitted by the

Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH arising solely as a result of any default on the part of the Contractor.

10.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.

10.4 However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actual whichever is less (for the first time import) and at actuals (for subsequent imports), provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

10.4.1Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.

10.5 Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to

avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

10.6 **DEMOBILISATION & RE-EXPORT** : The Contractor shall arrange for and execute demobilization of the Tools/Equipment/Spare/ Accessories/ Manpower etc. upon receipt of notice for demobilization from Company. Demobilisation shall mean completion/termination of the contract and shall include dismantling of the tools/equipment, including the manpower and re-export of the tools/equipment (if re-exportable) including the unutilized spares and consumables at the cost of the contractor. Demobilization shall be completed by Contractor within 60 days of issue of demobilization notice by Company. Immediately after re-exporting the tools/equipment and the unused spares and consumables, Contractor shall submit the detail re-export documents to Company as documentary proof of re-exporting the tools/equipment and the unused spares and consumables. In case of failure to re-export any of the items as above within the allotted time period of 60 days except under circumstances relating to Force Majeure, Company reserves the right to withhold the estimated amount equivalent to the Customs Duty and/or penalty leviable by Customs on such default in re-export from Contractor's final settlement of bills and Performance Security.

10.6.1 In the event all/part of the tools/equipment etc. are transferred by Contractor within the country to an area where nil Customs Duty is not applicable and/or sold to a third party after obtaining permission from Company and other appropriate government clearances in India including permission from DGH and Customs authorities, then Contractor shall be fully liable for payment of the Customs Duty.

10.6.2 Contractor must furnish an undertaking that "the tools/equipment imported and also spares/accessories & consumables which remained unutilized after the expiry of the contract, would be re-exported at their own cost after completion of contractual obligation after observing all the formalities/rules as per Customs Act or any other relevant Act of Govt. of India applicable on the subject". In case of non-observance of formalities of any provisions of the Customs Act or any other Act of Govt. of India, the Contractor shall be held responsible for all the liabilities including the payment of Customs Duty and penalties to the Govt. on each issue. Non-compliance of these provisions will be treated as breach of contract and their Performance Bank Guarantee will be forfeited.

10.6.3 In the event all/part of the equipment etc. are transferred by Contractor after expiry/termination of the contract within the country to another operator for providing services, and/or sold to a third party, Contractor shall obtain all necessary Govt. of India clearances including permission from DGH and Customs authorities for transferring to another operator and/or sale of the tools/equipment and the unused spares and consumables to a third party. Company will not be responsible for any non-compliance of these formalities by Contractor. Payment of Customs Duty and penalties(if any) imposed by Govt. of India or Customs authorities for transferring the items in part or in full to an area where Nil Customs Duty is not applicable or sale of the items shall be borne by the Contractor and Contractor indemnifies Company from all such liabilities.

11.0 **CONFIDENTIALITY**: Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the conduct of well operations, including, but not limited to, formations encountered, testing and surveying of the well. And to take all-reasonable steps to ensure the contractor's personnel likewise keep such information confidential.

11.1 This obligation shall keep in force even after the termination date and until such information will be disclosed by company.

11.2 Contractor shall handover to company all company's documents or drafts concerning operations carried out and which are still in its possession before transferring the equipments /Unit to another sphere.

11.3 Contractor shall forbid access to the equipments /Unit to any people not involved in the operations or not authorised by the company to have access to the equipments /Unit. However, this provision is not applicable to any Government and/or police representative on duty. The Contractor has to arrange on its own for the security of all the equipments being used at work- site and company in no way will be responsible for any damage caused to the equipments by miscreant/theft etc.

12.0 **RIGHTS AND PRIVILEGES OF COMPANY:**
Company shall be entitled:

12.1 To check the equipment and other Contractor's items before the commencement of operation. If they are not found in good order or do not meet specifications as per Section- II or in case of non-availability of some of the Contractor's items listed therein, the Contractor may not be allowed for commencement until the contractor has remedied such default.

12.2 To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after company's approval. However the company bears no liability to such subcontracts.

12.3 To check, at all times, Contractor's stock level, to inspect Contractor's equipment and request for renovation or replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

12.4 To order suspension of operations while and whenever:

a) Contractor's personnel is deemed by company to be not satisfactory, or

b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.

c) Contractor's equipment turns into a danger to personnel on or around the well, or

d) Contractor's insurance in connection with the operations hereunder is found by company not to conform to the requirements set forth in the contract.

e) Contractor fails to meet any of the provisions in the contract.

f) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.

12.5 To reduce the rates reasonably, at which payments shall be made if the contractor is allowed to continue the operation despite having certain deficiency in meeting the requirements as per provision in the contract.

13.0 EMERGENCY

13.1 Without prejudice to clause 9.2(a) hereof company shall be entitled in emergency (the existence of which shall be determined by company) at its own discretion, to take over the operations of the well, direct contractor's personnel in the event that company's interest will demand so. In such case, company will notify contractor of its action and within three (3) days confirm such notice in writing, setting forth the reasons for its action.

13.2 In such event, company shall pay contractor in accordance with the terms of the contract as if contractor was carrying out the operations.

13.3 All operations so conducted shall remain at the risk of contractor to the extent contractor is covered by insurance. When the well has been completed or when the conduct of the operations has been returned to the contractor, the equipment shall again be put at contractor's disposal in the same condition as at the time the operations were taken over by company, taking into account normal wear and tear and any inherent defects at the time of taking over by the company.

14.0 HEADINGS: The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions hereof.

15.0 LIQUIDATED DAMAGES & PENALTY

15.1 Mobilization shall be completed and Work shall commence as per clause No.2.2 of GCC, Section-1.

15.2 For default in timely mobilization, the Contractor shall pay to the Company liquidated damages as per Clause 17.1 of GCC.

15.3 If the Contractor fails to mobilize within 285 days from the issue of LOA, the Company reserves the right to cancel the Contract without any compensation whatsoever.

15.4 In case of inordinate delays attributable to the Contractor in any stage of contract period the Company also reserves the right to discontinue the contract in which case no charge for that well shall be payable to Contractor. Company's decision in such matters shall be final and binding on the Contractor.

16.0 DISCIPLINE: The Contractor shall maintain strict discipline and good order among their employees and their Sub-contractors, if any, and shall abide by and conform to all rules and regulations promulgated by the Company. Should the Company feel with just cause that the conduct of any of the Contractor's personnel is detrimental to Company's interests; the Company shall notify Contractor in writing the reasons for requesting removal of such personnel. The Contractor shall remove and replace such employees at their expense within 7 days from the time of such instruction given by the Company.

17.0 ENVIRONMENT MANAGEMENT Contractor should ensure that there is no pollution either of water, air or sound during the operation. Contractor should be more careful and check for any leakage and immediate corrective action to be taken for such leakages to avoid any pollution problems. Contractor should inform about such leakages immediately to the Company's Representative.

18.0 The Contractor shall not make Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

19.0 The Contractor shall not engage labour below 18 (eighteen) years of age under any circumstances. Persons above 60 years age also shall not be deployed.

20.0 Moreover, the Contractor should obtain and produce in advance before commencement of work, the following certificate / approvals:

(i) Total manpower list
(ii) All certificates as per applicable laws including Mines Acts.
(iii) Regional Labour certificate, if required.

21.0 ASSOCIATION OF COMPANY'S PERSONNEL:

i) Company may depute one or more than one representative (s) / engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.

iii) The Contractor should maintain sufficient stock of the critical spare part to avoid any major shut down. Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area and provide medical facilities to injured persons if any due to accident/take corrective measures in case of pollution as per the company's instructions.

22.0 INTELLECTUAL PROPERTY While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.

23.0 Custody and Possession of Contractor's Equipment Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor's equipment will always be with the Contractor.

END OF SECTION – III

PART- 3

SECTION – IV

SCHEDULE OF RATES

The bidder/Contractor shall quote their rates in the price bids as per the format given in Proforma-B. The quantities mentioned against each item in Price Bid Format / Price Schedule are for evaluation purposes only. **However, payment shall be made for the actual work done**.

1.0 MOBILIZATION CHARGES:

a) Mobilization charge is inclusive of all personnel, tools, equipment, spares, consumables, accessories etc. The bidder shall quote mobilization charge one time on lump sum basis.

b) Mobilization charges for Equipment shall be payable in 5 phases as per the Delivery Schedule in **Clause 3.0.C of Part 3 Section II.** 20 % of Total Mobilization charges for Equipment shall be payable on completion of each phase.

c) On all occasions, Mobilization charges will be payable only when the equipment/tools (free of all defects/encumbrances) and operating personnel are positioned at base camp and ready to undertake/ commence the work under this contract.

d) Mobilization charges cover all local and foreign cost to be incurred by the Bidder to mobilize the equipment to the appointed site and include all local and foreign taxes, port fees, inland transport etc., but excluding customs duty, which will be to the Company's account, if applicable on the items.

e) OIL will provide all necessary documents as required for Customs Clearance only on receipt of request from the Contractor and all such request must be made by the Contractor well in advance so that the Company can make necessary arrangement for providing the documents in time without causing any delay in Customs/Port Clearance.

f) The Mobilization charge should not be more than 3% of the total contract value. In the event of the bidder quoting Mobilization charge above 3 % of the total contract value, only 3% of the contract value will be paid after successful completion of the mobilization and the remaining amount will be paid after successful completion of the contract.

2.0 DEMOBILISATION CHARGES:

a) The demobilization charges shall be payable on lump sum basis and will include all charges towards demobilization of all contractor's equipment/tools and crew for Electric Submersible Pump systems from the site to contractor's base upon completion of the assignment of works under this contract is concluded to the satisfaction of Company.

Company shall plan and arrange to provide rigs for retrieval of ESPs so that the contractor can demobilize all equipments and manpower after expiry of the contract as per contract schedule.

b) OIL shall give 10 (ten) days notice to contractor to commence demobilization.

c) Demobilization shall be completed by Bidder/Contractor within 60 days of expiry/termination of the contract. Contractor will ensure that demobilization is completed within the aforesaid period. No charge whatsoever will be payable from the effective date of notice to demobilize or from the date of provision of rig to demobilize, whichever is later.

d) All charges connected with demobilization including all fees and taxes in relation thereto and insurance & freight on export outside India will be to Contractor's account.

3.0 <u>DAILY RENTAL CHARGE FOR EQUIPMENT</u> - <u>Gas Genset based ESPs</u>:
The bidder/Contractor shall quote DAILY RENTAL CHARGE FOR EQUIPMENT for Gas Genset based ESPs. The DAILY RENTAL CHARGE FOR EQUIPMENT - Gas Genset based ESPs shall be payable per set of ESP from the date of completion of mobilization or date of delivery of ESPs as per the Delivery Schedule **Clause 3.0.C of Part 3 Section II (TOR)**, as the case may be till the effective date of notice to demobilize or provision of rig to demobilize whichever is later, under the following conditions:

a) Bidder's equipment is defect free and ready to undertake operation. The charges will be considered on day rate basis for a day of 24 hours (From 06.00 Hrs to 6.00 Hrs. next day).

b) All the equipment under the contract is available for the day. If there is any equipment not available in operating condition, Daily Rental Charge for that particular set of ESP for that day will not be paid.

c) 2 (two) days per calendar month will be allowed for servicing /maintenance of the equipment with prior intimation and approval from OIL. During the allowed maintenance days, Daily Rental Charge for equipment will be paid.

d) Allowable servicing days or part thereof cannot be brought forward to the next subsequent months.

e) If there is shut down of equipment or under maintenance beyond 2 (two) days per calendar month, **no** Daily Rental Charge for equipment will be payable.

f) However, if any equipment exceeds the above specified days in a calendar month for schedule maintenance job, zero rate will be applicable and penalty for that period will be applicable for the period till the equipments are brought back into operation as per

clause 10.0 mentioned below. Bidder/Contractor must take prior permission from the Company's Representative for availing scheduled maintenance.

4.0 **<u>DAILY RENTAL CHARGE FOR EQUIPMENT</u> - <u>Diesel Genset based ESPs</u>:** The bidder/Contractor shall quote DAILY RENTAL CHARGE FOR EQUIPMENT for Diesel Genset based ESPs. The DAILY RENTAL CHARGE FOR EQUIPMENT - Diesel Genset based ESPs shall be payable per set of ESP from the date of completion of mobilization or date of delivery of ESPs as per the Delivery **Schedule Clause 3.0.C of Part 3 Section II (TOR),** as the case may be till the effective date of notice to demobilize or provision of rig to demobilize whichever is later under the following conditions:

a) Bidder's equipment is defect free and ready to undertake operation. The charges will be considered on day rate basis for a day of 24 hours (From 06.00 Hrs to 6.00 Hrs. next day).

b) All the equipment under the contract is available for the day. If there is any equipment not available in operating condition Daily Rental Charge for that particular set of ESP for that day will not be paid.

c) 2 (two) days per calendar month will be allowed for servicing /maintenance of the equipment. During the allowed maintenance days, Daily Rental Charge for equipment will be paid.

d) Allowable servicing days or part thereof cannot be brought forward to the next subsequent months.

e) If there is shut down of equipment or under maintenance beyond 2 (two) days per calendar month, **no** Daily Rental Charge for equipment will be payable.

f) However, if any equipment exceeds the above specified days in a calendar month for schedule maintenance job, zero rate will be applicable and penalty for that period will be applicable for the period till the equipments are brought back into operation as per **clause 10.0** mentioned below. Bidder/Contractor must take prior permission from the Company's Representative for availing scheduled maintenance.

5.0 **<u>OPERATING DAY RATE CHARGE PER WELL</u> - <u>Gas Genset based ESPs :</u>** The bidder/Contractor shall quote OPERATING DAY RATE CHARGE PER WELL for Gas Genset based ESPs.

a) Operating day rate includes both equipment and personnel when the equipment is on operation. The charge covers the operating charge of all the equipment, ancillary services and manpower necessary for ESP operation and deployed as indicated in the Scope of work and all the charges associated with carrying out the operations at the well site. Operating Day rate charge shall cover charges for spares, equipment maintenance, manpower, local transportation, messing, camp establishment/ maintenance and repair of support infrastructure, hire of any support infrastructure etc. and includes provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.

b) Operating Day rate shall be payable for each ESP systems for the period when the equipment are in operation in the well with the designated operating crew. The charges will be considered on day rate basis for a day of 24 hours (From 06.00 Hrs to 6.00 Hrs. next day).

c) In the event the Contractor's operating crew is not available for operation at any time, no payment against Operating Day Rate shall be made and penalty for that period will be applicable as per **clause No. 10.0** mentioned below.

d) Operating Day Rate shall not be payable if, in the duration of operation, Contractor's Tools/Equipment fails to perform.

e) Operating day rate charges will not be payable for the period of Interim demobilization & Mobilization.

6.0 OPERATING DAY RATE CHARGE PER WELL - Diesel Genset based ESPs :

The bidder shall quote OPERATING DAY RATE CHARGE PER WELL for Diesel Genset based ESPs.

a) Operating day rate includes both equipment and personnel when the equipment is on operation. The charge covers the operating charge of all the equipment, ancillary services and manpower necessary for ESP operation and deployed as indicated in the Scope of work and all the charges associated with carrying out the operations at the well site. Operating Day rate charge shall cover charges for fuel, spares, equipment maintenance, manpower, local transportation, messing, camp establishment/ maintenance and repair of support infrastructure, hire of any support infrastructure etc. and includes provisions for income tax, other local taxes and fees etc. which are the Contractor's liability.

b) Operating Day rate shall be payable for each ESP systems for the period when the equipment are in operation in the well with the designated operating crew. The charges will be considered on day rate basis for a day of 24 hours (From 06.00 Hrs to 6.00 Hrs. next day).

c) In the event the Contractor's operating crew is not available for operation at any time, no payment against Operating Day Rate shall be made and penalty for that period will be applicable as per **clause No. 10.0** mentioned below.

d) Operating Day Rate shall not be payable if, in the duration of operation, Contractor's Tools/Equipment fails to perform.

e) Operating day rate charges will not be payable for the period of Interim demobilization & Mobilization.

f) OPERATING DAY RATE CHARGE PER WELL for Diesel Genset based ESPs shall include the price of HSD consumption. In the event of any change of price of HSD declared by Govt. of India during currency of the contract from the HSD price (Duliajan price) as on Bid Closing Date(BCD), upto ± 10% change there will be no reimbursement or deduction of the fuel price. If the HSD price increases / decreases beyond 10% during the currency of the contract, the differential amount will be reimbursed / deducted accordingly considering amount of HSD consumed by each Gen Set at 75 % load as per certification of OEM of the Genset.

Differential amount will be calculated as per the following calculation:

- HSD price (Duliajan) per ltr. as on BCD = a
- Changed HSD price per ltr. upto ±10% = b = (a ± a*10%)
- HSD price per ltr. beyond 10% change = c
- Reimbursable or deductable amount per ltr. = d = (c- b)

Prior to commencement of the contract, the bidder has to submit a certificate from the OEM of the Genset clearly stating the HSD consumption during running of the Genset at 75% load.

7.0 <u>Installation, Commissioning and Retrieval of ESP charges:</u>

a) Installation, Commissioning and Retrieval of ESP charges will be payable during installation and commissioning of ESPs from the time when the bidder's crew and equipment commences the job of installation of the ESP in a well. These charges shall be payable till successful commissioning of the ESP system or for 10 days from the date of commencement of job for installation of the ESP, whichever is earlier.

b) Installation, Commissioning and Retrieval of ESP charges will also be payable during retrieval of ESPs for relocation to another location or for final demobilization. These charges shall be payable till successful retrieval of the ESP or for 10 days from the date of commencement of job for retrieval of the ESP, whichever is earlier.

8.0 <u>INTERIM DE-MOBILIZATION & MOBILIZATION CHARGE FOR (PERSONNEL & EQUIPMENT):</u>

a) During the tenure of the contract, if OIL intends to shift ESP system from a particular location to another location due to uneconomical operation, the failure of the well to deliver desired level of production, reservoir and production related reasons or any other logistics or environmental problem, OIL shall notify the Bidder to terminate the operation for that particular well and direct to reinstallation of the ESPs to another well. The bidder shall retrieve the down hole equipment from the well. The bidder shall arrange for transferring all the surface and subsurface equipment to another locations as designated by OIL.

b) OIL shall specify the time period required for such transfer and shall be fixed based on the actual job involvement. The time period may differ on case to case basis.

c) The cost involved for such transfer of equipment shall be paid as INTERIM DE-MOBILIZATION & MOBILIZATION CHARGE (FOR PERSONNEL & EQUIPMENT) for each such occasion. The amount shall be per well basis and inclusive of all the cost elements involved in the process including any change of the ESP equipment.

d) The bidder shall ensure that all equipments which are to be installed in the relocated well are in proper working condition.

e) During the interim Demobilization and Mobilization period, the bidder shall be paid additionally DAILY RENTAL CHARGE FOR EQUIPMENT.

9.0 FORCE MAJEURE DAY RATE

a) In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure’ will stand suspended as provided herein. The 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 Bidder) 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.

b) The `Force Majeure' Rate shall be payable during the first 15 days period of Force Majeure'. No payment shall accrue to the Contractor beyond the first 15 days period unless mutually agreed upon.

c) DAILY RENTAL CHARGE FOR EQUIPMENT PER UNIT during Force Majeure shall be restricted to 50% of respective charges for the service being provided by Contractor at the time of occurrence of force majeure situation. This will be considered as FORCE MAJEURE RATE.

10.0 PENALTY & LIQUIDATED DAMAGE:

a) In the event of the Bidder’s default in timely mobilization for commencement of operations within the stipulated period, the Bidder shall be liable to pay liquidated damages as per **Clause No.**

17.0 of General Conditions of Contract(Section –I). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilization period till the date of commencement of Contract.

b) In the event of the contractor's failure to strictly adhere in providing ESP systems/services, the penalty shall be levied at the following rates.

FAILURE	PENALTY
a. Period of Shut down/break down of ESP equipment beyond stipulated routine and scheduled maintenance period in any well.	a. Zero rate for the well for the period of shut down on pro-rata basis plus penalty of 15% of the proportionate daily rental and operating day rate charge per well for the shutdown period.
b. Non functioning of ESP systems on account of non availability of consumables, sufficient manpower, spares etc.	b. Zero rate for the well for the period of shut down on pro-rata basis plus penalty of 15% of the proportionate daily rental and operating day rate charge per well for the shutdown period.
c. ESP system out of operation on account of malfunctioning of down hole equipment beyond allowable down hole retrieval period as per Clause 3.0.F. f) of TOR or any other reasons.	c. Zero rate for the well for the period of shut down on pro-rata basis plus penalty of 15% of the proportionate daily rental and operating day rate charge per well for the shutdown period.
d. Delay in providing requisite number of ESPs in 2nd, 3rd, 4th and 5th Phases of ESP system delivery after completion of mobilization as per the Delivery Schedule in Clause 3.0.C of Part 3 Section II (TOR).	d. Zero rate for the well(s) designated for installation of ESP(s) for the period of delay in delivery plus penalty of 15% of the daily rental and operating day rate charge per well(s) per day of delay in delivery.

11.0 COST OF ESP EQUIPMENT

The party shall furnish a list of all the ESP equipments used in individual wells indicating their individual prices. Moreover the bidder shall also indicate the average life and yearly depreciation rate of individual equipment in the offer. However this information will not be considered for any evaluation.

END OF SECTION – IV

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PROFORMA-A

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

Sr 1#	Item Descrip -tion	Qty /Un it	Rate	Total	Freight & Insuranc e	CIF Valu e	Port & other charg e	Lande d 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

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

(2) The items, which are of consumable in nature should be indicated as "NO" in column "J".

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

Authorised Person's Signature: __________________
Name: __________________________________

Seal of the Bidder:

PROFORMA – B

PRICE SCHEDULE

Sl. No.	Particular/activity	Unit	Qty	Unit Rate (Currency)	Total Amount (Currency)
1	**MOBILIZATION CHARGE**	Lump sum	1	a	**A = a x 1**
2	**DE-MOBILIZATION CHARGE**	Lump sum	1	b	**B = b x 1**
3	**DAILY RENTAL CHARGE FOR EQUIPMENT (PER SET PER DAY) - Gas Gen Set based ESP**	Days	5175	c	**C=c x 5175**
4	**DAILY RENTAL CHARGE FOR EQUIPMENT (PER SET PER DAY) – Diesel Gen Set based ESP**	Days	5175	d	**D=d x 5175**
5	**OPERATING DAY RATE CHARGE PER WELL - Gas Gen Set based ESP**	Days	4125	e	**E=e x 4125**
6	**OPERATING DAY RATE CHARGE PER WELL - Diesel Gen Set based ESP**	Days	4125	f	**F= f x 4125**
7	**INSTALLATION, COMMISSIONING & RETRIEVAL OF ESP CHARGES**	Days	400	g	**G= g x 400**
8	**INTERIM DE-MOBILIZATION CHARGE & MOBILIZATION CHARGE FOR (PERSONNEL & EQUIPMENT)**	Lump sum	10	h	**H= h x 10**
Total Estimated Contract cost including all, Taxes & Duties but excluding Service Tax and Customs Duty which shall be extra to OIL					**T=A + B + C + D + E + F + G+H**

Note: The Mobilization charge (A) quoted by the bidder shall not be **more than 3%** of the total quoted contract value (T).

The items mentioned above are to be read in conjunction with Section IV (SOR) of the contract document. Bidder Shall mention the unit of Currency ie INR or USD

PROFORMA-C

BID FORM

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

Sub: IFB No. CDG7573P16

Gentlemen,

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

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

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

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

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

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

Dated this ______ day of _________________ 2015.

Authorised Person's Signature: ________________

Name: ______________________________
Designation:________________________

Seal of the Bidder:

PROFORMA-D

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

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

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

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Authorised Person's Signature: ________________

Name: ______________________________
Designation:________________________

Seal of the Bidder:

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

PROFORMA-E

FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
For Head(Contracts)
Duliajan, Assam, India, Pin - 786 602

WHEREAS, (Name of Bidder) _______________ (hereinafter called "the Bidder") has submitted their offer Dated _________ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s IFB No. __________. KNOW ALL MEN BY these presents that we (Name of Bank) __________ of (Name of Country) _______ having our registered office at _________ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this ___ day of ___ 2015.

THE CONDITIONS of these obligations are:

(1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or

(2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:

(a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or

(b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _______________
Name of Bank & Address ___________________________________

Witness _______________
Address ________________

____
(Signature, Name and Address)

Date: ________________
Place: _____________

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

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

PROFORMA - F

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. OIL INDIA LIMITED,
(**HEAD-CONTRACTS**)
Duliajan, Assam, India, Pin - 786 602.

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

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

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

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

This guarantee is valid until the date _________ (calculated at **3 months** after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____________________
Designation ____________________________________
Name of Bank ___________________________________
Address ____

Witness _______________
Address ________________
____

Date …………
Place _____________

PROFORMA-G

AGREEMENT FORM

This Agreement is made on ____ day of __________________ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____________ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _______________________ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

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

WHEREAS, Company had issued a firm Letter of Award No. ________________ dated ___________ based on Offer No. ____________ dated ____________ submitted by the Contractor against Company's IFB No. __________. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

(a)	Section-I	indicating the General Conditions of this Contract;
(b)	Section-II	indicating the Terms of Reference;
(c)	Section-III	indicating the Special Terms & Condition;
(d)	Section-IV	indicating the Schedule of Rates.

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

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

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

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	for and on behalf of Contractor (M/s. ________________________)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

PROFORMA–H

PROFORMA LETTER OF AUTHORITY

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

Sir,

Sub: OIL's IFB No. CDG7473P16

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

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

Yours Faithfully,

Authorised Person's Signature: _________________

Name: _______________________________
Designation: _________________________

Seal of the Bidder:

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

PROFORMA–I

AUTHORISATION FOR ATTENDING BID OPENING

TO   Date : ____________

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

Sir,

Sub : OIL's IFB No. CDG7573P16

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

Yours Faithfully,

Authorised Person's Signature: _________________

Name: _______________________________
Designation: _________________________

Seal of the Bidder:

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

PART- 4

PROFORMA - J

RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE

Sl No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period		Contract value (in INR or USD)
				From	To	

Signature of the bidder

ANNEXURE-I

PROFORMA FOR BIO DATA OF KEY PERSONNEL

AFFIX PASSPORT SIZE PHOTOGRAPH

1. NAME
2. PRESENT ADDRESS
3. PERMANENT ADDRESS
4. FATHER'S NAME
5. NATIONALITY
6. PASSPORT NO. AND VALIDITY
(IN CASE OF EXPATRIATE)
7. DESIGNATED POST
8. EDUCATIONAL QUALIFICATION
9. DATE OF BIRTH
10. EXPERIENCE IN REVERSE ORDER

NOTE: In case of replacement of the key personnel, the replacement personnel must have the requisite qualification and experience as per Terms of Reference (Section-II) and shall submit their credentials along with their recent photographs to Company for approval of Company.

ANNEXURE-II

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I ______________________________ S/o______________________________ having permanent residence at ____ Dist. ________________ am working with M/s. ____________________________ as their employee. Now, I have been transferred by M/s. _____________________________ for carrying out the contract job under Contract No. ___________________________ which has been awarded in favour of my employer M/s. __________________________.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. ___________________________.

1 am an employee of _____________________________________ for all practical purposes and there is no privy of Contract between OIL and me.

Signature

Place:

Date:

Witness:

1. NAME:

DESIGNATION:

DATE:

2. NAME:

DESIGNATION

DATE:

ANNEXURE-III

To,

HEAD-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES FOR

TENDER NO. CDG7573P16

DESCRIPTION OF WORK/ SERVICE:

Sir,

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

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

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

i) ________________________________

ii) ________________________________

iii) ________________________________

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

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

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

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

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

(Seal)

Date____________ Yours Faithfully

M/s______________

CONTRACTOR

FOR & ON BEHALF OF

Annexure-IV

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

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

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

WHEREAS

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

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

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

2. M/s. ________ (Parent Company/ Subsidiary Company (Delete whichever not applicable) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company/Subsidiary Company (Delete whichever not applicable) and accepted by the bidder.

3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.

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

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

For and on behalf of	For and on behalf of
(Bidder)	(Parent Company/Subsidiary Company (Delete whichever not applicable)
M/s.	M/s.
Witness:	Witness:
1)	1)
2)	2)

Annexure-IV

PARENT COMPANY/ SUBSIDIARY COMPANY GUARANTEE

(Delete whichever not applicable)

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

DEED OF GUARANTEE

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

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called "OIL" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number ………………… for …….. on ………….

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

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

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

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

1. The Guarantor (Parent Company / ***100% Subsidiary Company (Delete whichever not applicable***) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of ………., India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

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

M/s ____________________

Witness:
1. Signature ____________
Full Name ____________
Address ____________

Signature ____________
Name ____________
Designation ____________

Common seal of the Company________

Witness:
2. Signature ____________
Full Name ____________
Address ____________

INSTRUCTIONS FOR FURNISHING PARENT/SUBSIDIARY COMPANY GUARANTEE

1. Guarantee should be executed on stamp paper of requisite value and notorised.

2. The official(s) executing the guarantee should affix full signature (s) on each page.

3. Resolution passed by Board of Directors of the guarantor company authorizing the signatory (ies) to execute the guarantee, duly certified by the Company Secretary should be furnished along with the Guarantee.

4. Following certificate issued by Company Secretary of the guarantor company should also be enclosed along with the Guarantee.

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

Annexure-V

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

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

This agreement made this ___ day of ____ month ____ year by and between M/s. ____________________ (Fill in Bidder's full name, constitution and registered office address) ___________ hereinafter referred to as "Bidder" of the first part and

M/s. ___________ (Fill in full name, constitution and registered office address of Sister Subsidiary/Co-subsidiary Company of the Bidder) herein after referred to as "Sister Subsidiary/ Co-subsidiary" of the second part and

M/s______________(Fill in the full name, constitution and registered office address of the Ultimate Parent/Holding Company's of both the subsidiaries) hereinafter referred to as "Ultimate Parent/ Holding Company" of the third part.

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____________ for __________ and

M/s. ____________(Bidder) intends to bid against the said tender and desires to have a technical support of M/s. _________(Sister Subsidiary/Co-subsidiary Company) and

Sister Subsidiary/Co-subsidiary Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

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

1. M/s._______(Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document.
2. M/s. _______(Sister Subsidiary/Co-subsidiary Company) undertakes to provide technical support and expertise and expert manpower, material, if any, to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the bidder.

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

For and on behalf of (Bidder)	For and on behalf of (Sister Subsidiary / Co-subsidiary)	For and on behalf of (Ultimate Parent / Holding Company)
M/s.	M/s.	M/s.
Witness	Witness	Witness
1)	1)	1)
2)	2)	2)

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

ANNEXURE - VI

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 Organisation "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 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 cartelisation 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 an exclusion from future Contracts

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

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

1. The Bidder/Contractor undertakes to demand form 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. New Delhi.

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 intensions.

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For the Principal	For the Bidder/Contractor
Place : Duliajan	Witness1 : ....
Date :	Witness 2 : ....

ANNEXURE-VII

EQUIPMENT AND SERVICES TO BE FURNISHED BY CONTRACTOR OR COMPANY (OIL)

The equipment machinery, tools, materials supplies, instruments, services and labour, including but not limited to those listed at the following terms shall be provided at the location by OIL or contractor and the expenses of OIL or contractor as designated hereunder by `X' mark in the appropriate column ;

Sr #	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	Company	Contractor	Company
1.	Transportation and handling of contractor material / equipment between base camp and Company's well site.	x		x	
2.	Manpower required for preparation and handling of equipments & other materials at the well site	x		x	
3.	Transportation of contractor's personnel and equipment spares etc. to the well site and back.	x		x	
4.	Equipments/instruments required for the unit as per contract and spares for their maintenance.	x		x	
5.	All personnel safety equipment for contractor's personnel.	x		x	
6.	Diesel, lube oil etc. required at work site	x		x	
7.	Electric and air supply to contractor's instruments / equipment at well site.	x		x	
8	All repairs to contractor's equipment.	x		x	
9	Contractor's office in Duliajan.	x		x	

Sr #	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	**Company**	**Contractor**	**Company**
10.	Accommodation of contractor's personnel.	x		x	
11.	Living quarters, office space for contractor's personnel.	x		x	
12.	First-Aid treatment at work site.	x		x	
13.	Emergency medical treatment for contractor's personnel including emergency hospitalization.		x	x	
14.	Medical attention and other requirements of contractor's personnel at well site, base camp and while traveling.	x		x	
15.	Obtain, maintain all necessary permits, consents, licenses, and other certificates required for movement of contractor's equipment to and from worksite and to operate it.	x		x	
16.	Passport, visas, and work permits and related documentation required to maintain contractor's personnel in India.	x		x	
17.	All licenses and port charges for contractor's materials and equipment whilst import.	x		x	
18.	Clearance of contractor's equipment/ material through customs after securing Essentiality Certificates from DGH	x		x	
19.	All engineering and procurement services.	x		x	

Sr #	DESCRIPTION	PROVIDED BY		AT COSTS OF	
		Contractor	**Company**	**Contractor**	**Company**
20.	Correcting deficiencies of Contractor Equipment during mobilization.	x		x	
	STORAGE AND OTHER FACILITIES				
21.	Reasonable space for Base camp for Contractor's Equipment and supplies.	x		x	
22.	Water and Electricity, heavy lift equipment for base camp and work place.	x		x	
23.	Casual labour for handling Contractor's Equipment, material and supplies at base camp and well site.	x		x	

-----End of Bid Document-----