

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
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AMENDMENT NO. 3 DATED 03.08.2021 TO TENDER NO. CDH7254P22
FOR HIRING OF SERVICES FOR IMPLEMENTATION OF DIGITAL DDDP
(DEPTH DATA DRILLING PLAN) / EDP (EXECUTIVE DRILLING PLAN).

This Amendment to Tender No. CDH7254P22 is issued to notify the following changes:

Sl. No.	Section/ Clause No.	Original Tender Clause	Amended Clause
FORWARDING LETTER:			
1	2(d) (Page 1 of 184)	Bid Closing Date & Time: 13th July 2021 [11:00Hrs (IST)]	Bid Closing Date & Time: 17th August 2021 [11:00Hrs (IST)]
2	2(e) (Page 1 of 184)	Technical Bid Opening Date & Time: 13th July 2021 [14:00Hrs (IST)]	Technical Bid Opening Date & Time: 17th August 2021 [14:00Hrs (IST)]
PART-3; SECTION-II: SCOPE OF WORK / TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS			
3	2.1.2 (B - 13) (Page 86 of 184)	NEW CLAUSE	" Integration " refers to the seamless connection between databases without the need for manual intervention. The mechanism of data transfer is upto the bidder as long as the connection is seamless and automated.
4	2.1.7 (G-6) (Page 88 of 184)	Solution should have capability to run Automated Engineering Analysis which can automatically activate validations engines such as: <ul style="list-style-type: none"> • Casing Seat selection • Casing Design check • Maximum Torque & Drag check • Buckling and failure check for each BHA string • Maximum surface pressure check • Maximum tension check • Well trajectory and Maximum DLS check • Anti-collision check • Company specific check • ECD check • Tubing safety factor check • Optimum GPM check • Horse-Power Per Square Inch (HSI) value Validations engine are limited to	Solution should have capability to run Automated Engineering Analysis which can automatically activate validations engines such as: <ul style="list-style-type: none"> • Casing Seat selection • Casing Design check • Maximum Torque & Drag check • Buckling and failure check for each BHA string • Maximum surface pressure check • Maximum tension check • Well trajectory and Maximum DLS check • Anti-collision check • Company specific check • ECD check • Optimum GPM check • Horse-Power Per Square Inch (HSI) value Validations engine are limited to checking if input numbers are within a certain

		checking if input numbers are within a certain range of pre-defined recommended numbers (to be jointly defined by implementation partner and OIL) for each parameter listed above.	range of pre-defined recommended numbers (to be jointly defined by implementation partner and OIL) for each parameter listed above.
5	2.2.1 (L-4) (Page 91 of 184)	The BIDDER shall provide complete details of terms and conditions of sub-contracting agreement with the cloud service provider for hosting the eDP solution.	The BIDDER needs to submit a self - undertaking citing their collaboration/ agreement with the proposed empanelled CSP (Proforma-W) along with the MeITY empanelment certificate of the proposed CSP, with the technical bid.
6	2.2.1 (L-5) (Page 91 of 184)	BIDDER to ensure that the solution should be CSP agnostic. In case of any issues identified with the selected CSP during implementation, warranty or maintenance period, the BIDDER will be responsible for migration, installation and commissioning of the system, in case of change of service provider, to the new cloud service provider.	BIDDER to ensure that the solution should be CSP agnostic. In case of any issues identified with the selected CSP during implementation, warranty or maintenance period, the BIDDER will be responsible for migration, installation and commissioning of the system, in case of change of service provider, to the new cloud service provider. OIL reserves the right to seek CSP change on grounds of unviability of the solution with the current CSP, in case of (but not limited to) SLA deviations, integration & network accessibility issues, that render solution unusable and disrupt workflow for OIL.
7	2.2.2 (M-1) (Page 92 of 184)	BIDDER to comply with OIL's IT security policy to encompass all IT security related requirements. OIL is ISO:27001 certified and conforms to all norms for establishing, implementing, maintaining and continually improving on information security management.	DELETED
8	2.2.2 (M-13) (Page 93 of 184)	BIDDER will conduct Security / Risk Assessment audits at regular intervals (6 months) and submit the report to OIL.	BIDDER will conduct Security / Risk Assessment audits at regular intervals (12 months) and submit the report to OIL upon mutual agreement through a Non-Disclosure Agreement.
9	4.1 (SN 6) (Page 98 of 184)	Incidence Resolution Table Target Resolution Time: a) Critical (P1) severity: 4 Business Hours b) High (P2) severity: 24 Hours c) Medium (P3) severity: 2 Business Days d) Low (P4) severity: 3 Business Days	Incidence Resolution Table Target Resolution Time: a) Critical (P1) severity: 24 Hours b) High (P2) severity: 48 Hours c) Medium (P3) severity: 3 Business Days d) Low (P4) severity: 4 Business Days Note: Hours/days stated in the TRT refer to consecutive hours/days beginning immediately after the exhaustion of Response time or Bidder's response, whichever is earlier. "Business Hours/days" refers to the active period of related workflow in a day.

10	<p>4.2 (Page 99 of 184)</p>	<p>Measurement of SLA The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for breach conditions. The Bidder will get 100% of the Contracted value if there are no breaches reported for any of the SLA's. The penalty would be compounded every quarter. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.</p> <p>SLA monitoring would be responsibility of the Bidder. The Bidder must provide monthly reports of all the SLAs and any ad-hoc report as may be required by OIL. OIL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/revision of the SLA parameters. The SLAs defined, shall be reviewed by OIL on quarterly basis after consulting the Bidder, Project Management Consultants and other experts. All the changes would be made by OIL after consultation with the Bidder and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.</p>	<p>Measurement of SLA The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for breach conditions. The Bidder will get 100% of the Contracted value if there are no breaches reported for any of the SLA's. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.</p> <p>SLA monitoring would be responsibility of the Bidder. The Bidder must provide monthly reports of all the SLAs and any ad-hoc report as may be required by OIL. OIL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/revision of the SLA parameters. The SLAs defined, shall be reviewed by OIL on quarterly basis after consulting the Bidder, Project Management Consultants and other experts. All the changes would be made by OIL after consultation with the Bidder and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone Live.</p>
11	<p>4.4 (Page 101 of 184)</p>	<p>NEW CLAUSE</p>	<p>Post Implementation phase SLA: (Please refer the clause mentioned in Enclosure-I enclosed herewith)</p>
12	<p>5.1 (Page 101 of 184)</p>	<p>NEW SUB-CLAUSE</p>	<p>Proprietary rights and usage of proposed Software: OIL will honour the terms of IP rights of Software provided. Detailed terms related to Proprietary Rights, Patents, Copyrights, Confidentiality, Indemnity, Software Licensing and Usage, etc. will be mutually agreed upon by OIL and the successful bidder. Such terms will be incorporated in the agreement after placement of LOA on the successful bidder.</p>

13	5.4 (Page 102 of 184)	Confidentiality <ul style="list-style-type: none"> BIDDER agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the execution of the project and to take all reasonable steps to ensure the BIDDER's personnel likewise keep such information confidential. This obligation shall keep in force even after the expiry of the contract period and until such information will be disclosed by OIL. 	Confidentiality <ul style="list-style-type: none"> BIDDER agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the execution of the project, but excluding data or information related to the performance of Contractor's personnel, materials and/or equipment and to take all reasonable steps to ensure the BIDDER's personnel likewise keep such information confidential. This obligation shall keep in force even after the expiry of the contract period and until such information will be disclosed by OIL.
14	6.0 (SN 10) (Page 103 of 184)	If required, basis callout from OIL, deploy eDP Champion.	If required, basis callout from OIL, deploy eDP Champion. OIL shall provide a notice of 15 days for the call out.
15	8.0 (SN 2) (Page 105 of 184)	Technical Architect Role and Responsibilities: Technical Architect should have strong ability to understand the requirements and architect the complete solution. Advanced knowledge in business process automation, RPA, hyper automation etc. Hands on knowledge with Key BPM Market tools. Hands-on knowledge of integration with enterprise systems like SAP, standard industry databases/software, communication tools like Skype/Teams and other IT software in client landscape. Qualifications: Should have Full time MCA/ M. Tech / M. Statistics from a reputed institute.	Technical Architect Role and Responsibilities: Technical Architect should have strong ability to understand the requirements and architect the complete solution. Should have advanced knowledge in Drilling Planning software Architecture. Qualifications: Should have Bachelors in Engineering in Computer Science/IT.
PART-3; SECTION-III: SPECIAL CONDITIONS OF CONTRACT (SCC)			
16	2.0 (Page 106 of 184)	Mobilization: Contractor / Consultant must mobilize his / her/ their resources (including personnel) within 15 (fifteen) days of issue of Work Order.	Mobilization: Contractor / Consultant must mobilize his / her/ their resources (including personnel) within 30 (Thirty) days of issue of Work Order.

All other Terms and Conditions of the Tender/Bid Document (Considering all previous Amendments/Addendums, if any) will remain unchanged.

Sd/-
(B. Brahma)
Sr. Manager – Contracts (G)
For General Manager – Contracts

(Reference Sl. No. 11 above)

4.4 Post-Implementation Phase SLA:

1. These SLAs shall be used to evaluate the performance of the services on monthly basis, but penalties would be levied for cumulative performance for the quarterly basis.
2. Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from OIL or through the Performance Bank Guarantee.
3. Where SLA measurement is done on a monthly basis, sum of Liquidated Damages associated with each month shall apply for the quarter.
4. Performance Liquidated Damages shall be levied for not meeting each SLA.
5. Breach of SLAs target shall result in various severity level based on the business impact the component causes to services.
6. The severity levels of SLAs and the associated financial Liquidated Damages are defined as per the following table:

Severity	Response Time	Target Resolution	Liquidated Damages as a % of quarterly payment applicable
Critical (P1)	1 Hour	24 Hours	No Penalty (95 - 100%) 2% (<95%)
High (P2)	4 Hours	48 Hours	No Penalty (90 - 100%) 1% (<90%)
Medium (P3)	8 Hours	3 Business Days	No Penalty (90 - 100%) 0.5% (<90%)
Low (P4)	24 Hours	4 Business Days	No Penalty (90 - 100%) 0.1% (<90%)
Very Low (P5)	2 Business Days	15 Business Days	0.1%

Format of undertaking by Bidders towards contracting agreement with proposed Cloud Service Provider

Ref. No _____

Date _____

Sub: Undertaking of contracting agreement with proposed CSP
Ref: Your Tender No. CDH7254P22

To,
The GM-Contracts
Contracts Department,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that we have entered into a sub-contracting agreement dated _____ with _____ (name of the proposed CSP), for the provision of cloud services to host the proposed solution.

We assure that the proposed CSP has been selected from the empanelled cloud service providers, in accordance with MEITY guidelines.

In consideration of this, we shall provide the MEITY empanelment certificate for the proposed CSP, along with the technical bid for the referred tender.

We further agree that we waive our right to unilaterally change or replace the proposed CSP, during any stage of the tender/contract agreement.

Note: In the event of such changes, OIL reserves the right to ask for justification & inspection, if required at no extra cost to OIL.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)