ऑयल इंडिया लिमिटेड
OIL INDIA LIMITED
Materials Department
P.O. Duliajan, Dist. Dibrugarh
Assam, PIN –786 602, India,
Tel: (+91) 374 2808724
E-mail: panchali@oilindia.in

AMENDMENT NO. 05 DATED 09.06.2026 TO TENDER GEM/2026/B/7420737

This amendment is issued for the following:

(i) Please find attached the Non-Disclosure Agreement (NDA) as per requirement in technical specification.
Please note that the first page should be NON-JUDICIAL STAMP PAPER only.

(ii) BC date has been revised upto 17.06.2026.

All other terms and conditions of the tender remain unchanged.

Sd/-

(Panchali Thakuria)
DGM-FP 06
For CGM Materials HoD
For Resident Chief Executive

<u>NON-DISCLOSURE AGREEMENT</u>

BETWEEN

Oil India Ltd (OIL), a company incorporated under the Companies Act, 1956 and having its registered office at Duliajan, Assam – 786602, hereinafter referred to as "**OIL**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assignees) of the **ONE PART** and

AND

______________________________________a company incorporated under the Companies Act, 1956 having its registered office at ____. (hereinafter referred to as "________________" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**;

OIL and ________________________ are hereinafter collectively referred to as the "Parties".

WHEREAS, the Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Project**").

The Parties wish to ensure that all such confidential information disclosed by either party will be held by the party who has received it in confidence and used solely in connection with their cooperation.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, the Parties hereby agree as follows:

<u>ARTICLE 1. DEFINITION</u>

For the purpose of this Agreement,

ARTICLE-1: CONFIDENTIAL INFORMATION

"Confidential Information" shall mean and include all and any information of any nature (commercial, operational, personal, technical, marketing, financial, etc.) in any form including but not limited to copy, abstract, sample, note or module, disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") within the scope of the Project, whetther such infomrtaion are disclosed through written documents, electronic transmissions, or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

For the avoidance of doubt, Confidential Information shall explicitly include:

Digital Personal Data: Any "Personal Data" (as defined under the *Digital Personal Data Protection Act, 2023*) that is disclosed, made available, or accessed by the Receiving Party in digital form or subsequently digitized.

Identifiable Information: Any data relating to an identifiable individual (the "Data Principal"), including but not limited to names, identification numbers, location data, contact details, biometric information, financial data, or online identifiers.

Derivative Data: Any insights, analytics, profiles, reports, or compilations generated by the Receiving Party that use, incorporate, or are derived from such Personal Data.

CERT-IN Directions: Mandatory cybersecurity incident reporting

MeitY Advisory on Responsible AI / Generative AI (2024 guidelines)

"**Sensitive Personal Data**" (financial, health, biometrics, etc.) is shared as per the IT (Reasonable Security Practices and Sensitive Personal Data) Rules, 2011

<u>ARTICLE 2. CONFIDENTIALITY</u>

2.1 The Receiving Party hereby agrees to consider and treat as strictly confidential, during the term of this Agreement, the Confidential Information of the Disclosing Party. This paragraph shall survive after any expiration or termination of this Agreement and shall bind Receiving Party, its employees, agents, representatives, successors, heirs and assigns.

The Receiving Party agrees in particular:

i) not to publish in any manner or otherwise disclose to any third party any Confidential

Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own files of a confidential nature;

ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account (except for the sole purpose of the business arrangement described in the recitals above);

iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any information, code, process, products or equipment of the Disclosing Party or any part thereof; and

iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

v) to disclose confidential information to consultants engaged by receiving Party provided such consultant also executes a Non-Disclosure Agreement with the receiving party that contains terms and conditions that are no less restrictive than these and with the prior consent of the disclosing party.

2.2 Neither **OIL** nor ______________________________ shall disclose to the public or to any third parties (i) the fact that the cooperation described in the recitals above is taking place between them, or (ii) the fact that Confidential Information have been made available to it or that it

has inspected any portion of the Confidential Information, without the prior written consent of the other party, unless required to do so by applicable law or regulation.

In the latter case, prior to disclosure of any information concerning the existence of the cooperation, the party obliged to make a disclosure shall inform the other party of the reason and proposed content of such disclosure and shall written consent thereon.

<u>ARTICLE 3. EXCEPTIONS</u>

The obligations set forth in **Article 2** of this Agreement shall not apply to Confidential Information which:

i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into it without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain) ;

ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or

iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or

iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.

v) is required to be disclosed as per any law in force in India or under order of any competent court.

Confidential Information shall not be deemed to be or fall within exceptions i) to v) merely because it is embraced by more general information in the public domain or by more general information thereafter acquired or developed by the Receiving Party. In addition, any combination of features/items/information/data shall not be deemed to be within the foregoing exceptions merely because individual features/items/information/data are in the public domain or in the possession of the Receiving Party.

Provided that the above exclusions shall not apply to Personal Data, which must always remain strictly subject to the processing restrictions of the DPDP Act and this Agreement, regardless of public availability.

ARTICLE 4. RETURN OF DOCUMENTS

Upon the expiration of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents in digital & physical form including but not limited to copies, images, charts, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Disclosing Party's Confidential Information and certify in writing that such copies have been duly Party, destroy all copies of the destroyed. Until that date, the Receiving Party shall keep such documents in a place permitting both their secrecy and their rapid recovery.

ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS

5.1 Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The

Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any

5.2 Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.

5.3 Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.

5.4 Other proprietary rights of the Disclosing Party on any copy of the Confidential Information and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

ARTICLE 6. NO WAIVER OF RIGHT ON DELAY

6.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

ARTICLE 7. APPLICABLE LAW – JURISDICTION

7.1 All disputes arising in connection with this Agreement, if not settled amicably by the Parties, shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by a Sole Arbitrator appointed in accordance with the said Act.

7.2 The arbitration shall be conducted in English. The Arbitral Tribunal shall have its seat in Guwahati, Assam. The place and venue of the Arbitration shall be Guwahati, Assam. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the party as provided in the Act.

7.3 This Agreement shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of the Courts situated in Dibrugarh and Principal Bench of Gauhati High Court.

7.4 This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

ARTICLE 8. DURATION

This Agreement shall come into force on the date written hereunder, and shall remain in force for a period of **five (5)** years starting from such date. The obligations set forth in Article 2 hereof shall survive the expiration of this Agreement for the period specified in such Article.

ARTICLE 9. COMPLETE AGREEMENT

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii) supersedes all earlier related discussions and other communications between the Parties, and (iii) may only be modified in writing by authorized representatives of the Parties.

ARTICLE 10. PUBLICATIONS/ANNOUNCEMENTS

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

ARTICLE 11. REMEDIES

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written hereunder.

Made on ______________________, at ____________________(Place)

On behalf of OIL	**On behalf of ____________________**
Signature :______________________	Signature :______________________
Name:	Name:
Designation:	Designation:

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AMENDMENT NO. 04 DATED 02.06.2026 TO TENDER GEM/2026/B/7420737

This amendment is issued as BC date has been revised upto 10.06.2026.

All other terms and conditions of the tender remain unchanged.

Sd/-

(Panchali Thakuria)
DGM-FP 06
For CGM Materials HoD
For Resident Chief Executive

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AMENDMENT NO. 03 DATED 20.05.2026 TO TENDER GEM/2026/B/7420737

This amendment is issued for the following:

1. Amendment to technical Specification has been shown as per document attached.

All other terms and conditions of the tender remain unchanged.

Sd/-

(Panchali Thakuria)
DGM-FP 06
For CGM Materials HoD
For Resident Chief Executive

SL No	Item No	Item Name	Clause No	Existing Clause	Amended Clause
1	1	Servers	10	Certification & Compatibility: Certified & supports mainstream operating systems such as Windows, SuSE Linux, Redhat Linux, VMware ESXi and virtualization solutions offered by companies such as VMWare. The quoted model may be customized as per solution needs.	Certification & Compatibility: Certified & supports mainstream operating systems such as Windows, Redhat Linux, VMware ESXi and virtualization solutions offered by companies such as VMWare. The quoted model may be customized as per solution needs.
2	2	NAS Storage	5	Array must be offered with minimum 4x32Gbps FC and 4x25Gbps Ethernet ports across controllers supporting asked protocols.	Array must be offered with minimum 4x25Gbps Ethernet ports across controllers supporting asked protocols.
3	2	NAS Storage	6	Should provide for following NAS protocols: NFS, SMB (CIFS), FTP, SFTP, and VMware vVols.	Should provide for following NAS protocols: NFS, SMB (CIFS)
4	3	Software for Virtualized and VDI Environment	1	VMware VVF or above Software Subscription: 5 Years Subscription (for cores based on the servers mentioned in BOM)	VMware VVF Software Subscription: 5 Years Subscription (for cores based on the servers mentioned in BOM)
5	4	Back server and software	Backup Software: 3	Backup Type: The backup software should be able to backup data from the various servers of different OS's (UNIX, MS Windows, HP UX, IBM AIX, Linux etc)	Backup Type: The backup software should be able to backup data from the various servers of different OS's (UNIX, MS Windows, IBM AIX, Linux etc)
6	4	Back server and software	Backup Software: 8	Space Reclamation: The backup software should support reclamation of space from the tape for expired backups. It should keep track of how long the tape has been kept inactive, and when a pre-determined threshold is reached, archives them or deletes them.	Space Reclamation: The backup software should support reclamation of space from the tape for expired backups.
7	4	Back server and software	Backup Software: 9	Recovery: The software should support network free rapid/quick recovery. It should support data recovery directly from tape.	It should support data recovery directly from tape.
8	4	Back server and software	Backup Software: 20	Raw device support: The backup software should support file system and online database backup on raw devices on Unix systems	The backup software should support file system and online database backup.
9	4	Back server and software	Backup Software: 24	Level of backups: Should support different level of backups including full, incremental, differential, synthetic and virtual synthetic backups for all workloads been asked in this RFP.	Level of backups: Should support different levels of backups, including full, incremental, differential, synthetic and/or virtual synthetic backups for all workloads as asked in this RFP.
10	5	ToR Switch	8	Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be certified/validated by VMWare and must be compatible with VMWare VVF.	Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be be compatible with VMWare VVF.
11	6	Management Switch	5	Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be certified/validated by VMWare and must be compatible with latest version of VMWare VVF.	Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be compatible with VMWare VVF.
12	9	Tape Library	3	Number of Tape Drives Slot Supported: Minimum 8 LTO 9 tape drives or higher. Number of Slots Populated with Tape Drive: Minimum 4 LTO 9 tape drives from day 1.	Number of Tape Drives Slot Supported: Minimum 8 LTO 9 tape drives or higher. Number of Slots Populated with Tape Drive: Minimum 4 LTO 9 tape drives from day 1. 4 Nos of vacant drive slot must be present from day 1.
13	11	SAN	6	a. Storage Array must be offered with **SAS disks with minimum of 80 TB** usable capacity and configured in RAID 6 or equivalent RAID with dual parity from day 1. Storage Sizing Document should be shared by the OEM of Storage.	a. Storage Array must be offered with **SAS disks/SAS SSDs/ NVMe SSDs with minimum of 80 TB** usable capacity and configured in RAID 6 or equivalent RAID with dual parity from day 1. Storage Sizing Document should be shared by the OEM of Storage.

14	12	SMART RACK (Micro Data Centre Rack)	6	Solution provided should have integrated Rack Side Mounted (Zero U in row) - Self-contained Split Type Cooling Unit of minimum 20kw (cooling capacity) with 5500 CMH with a horizontal airflow designed for cooling the racks with 24X7 operations in all respect. The vendor must provide detailed design of cooling solution considering the cooling requirement for each hardware. The compressor should be equipped with an environment-friendly refrigerant (R410A), and a DC brushless type arrangement with variable capacity operation of 30% to 100%. Inbuilt Heater and Humidifier in each unit. Precision Air Cooling solution should be of >20kW capacity @45°C ambient temperature with return air temperature of 35°C & supply air temperature of 22°C ± 1°C. OEM Software selection sheet to be submitted along with the bid.	The solution shall include an integrated rack-side mounted (Zero U) or in-row precision cooling system. The unit shall be a self-contained or split-type with minimum 20 kW cooling capacity and minimum 5500 CMH airflow, suitable for 24×7 operations with horizontal airflow. The system shall use environment-friendly refrigerant (R410A or equivalent) with a DC brushless compressor supporting variable capacity from 30% to 100%. Each unit shall include an inbuilt heater and humidifier.The cooling solution must deliver ≥20 kW capacity at 45°C ambient, with return air at 35°C and supply air at 22°C ±1°C.The bidder must submit a detailed cooling design along with an OEM software selection sheet and ensure scalability for future expansion.
15	12	SMART RACK (Micro Data Centre Rack)	10	Remote health monitoring - The self-contained rack must support for SNMP based remote monitoring of the following of its health parameters: a. Temperature within the rack b. Humidity within the rack c. UPS and battery status d. PAC Status (Precision AC)	The self-contained rack shall have SNMP-based remote monitoring of the following health parameters from day1: a. Temperature within the rack b. Humidity within the rack c. UPS and battery status d. PAC (Precision AC) status It should also have features for unattended, graceful shutdown of standalone servers, virtual machines (VMs), hypervisors, and storage systems, helping to prevent data loss and ensure system consistency during power failures or environmental events. All required licenses and OEM support shall be included for Warranty and AMS Period.
16	12	SMART RACK (Micro Data Centre Rack)	13	Environmental Controls: Intelligent Integrated rack should include basic environmental controls: Smoke Detector, Water Leak Detection system, Temperature & Humidity Sensor with display with 6 Temp. sampling point per rack, Door Sensor, Alarm beacon. The monitoring unit should support basic protocols like Telnet, SSH, FTP, SFTP, HTTP, HTTPS, NTP, DHCP, DNS Server, smtp,TCP/IP4. It should support network interface of 10/100M selfadaptable Ethernet ports.The monitoring unit should support IPMI protocol to enable feature to Access server Service Processor.	Environmental Controls: Intelligent Integrated rack should include basic environmental controls from day 1: Smoke Detector, Water Leak Detection system, Temperature & Humidity Sensor with display with 6 Temp. sampling point per rack, Door Sensor, Alarm beacon. The monitoring unit should have basic protocols like Telnet, SSH, FTP, SFTP, HTTP, HTTPS, NTP, DHCP, DNS Server, smtp,TCP/IP4. It should have network interface of 10/100M selfadaptable Ethernet ports.The monitoring unit should support IPMI protocol to enable feature to Access server Service Processor.All required licenses and OEM support shall be included for Warranty and AMS Period.

- To read in “TENDER INFORMATION SUMMARY” for point no. 14 (PAGE 2 OF THE TENDER) for Training as NOT APPLICABLE

- To read Clause AB Special terms and Conditions, Under Para B. Scope of Work as

The scope of the work involves the following:

I. Supply of hardware, software, necessary licenses and documentations
II. Installation, integration, commissioning and user acceptance testing
III. Comprehensive OEM warranty of 1 year from the date of commissioning for the entire solution as per warranty terms.

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AMENDMENT NO. 02 DATED 19.05.2026 TO TENDER GEM/2026/B/7420737

This amendment is issued for the following:

1. Amendment to technical Specification has been shown as per document attached.
2. Amendment to BEC has been shown as per revised BEC attached attached below.
3. BC date has been revised upto 03.06.2026.

All other terms and conditions of the tender remain unchanged.

Sd/-

(Panchali Thakuria)
DGM-FP 06
For CGM Materials HoD
For Resident Chief Executive

Modification of BEC- Technical Based on Pre-Bid Discussion

Tender No. GEM/2026/B/7420737 Dated 07-04-2026
Pre-Bid Conference Date: 23-04-2026

Existing Tender Clause	Amended Clause	
A.1 BEC (TECHNICAL) Page: 29/128 **1.0 BIDDER'S QUALIFICATION:** 1.1 The bidder shall be an Original Equipment Manufacturer (OEM) and shall be in business for at least **5 nos. of years** preceding the original BC date of this tender. **NOTE:** a. Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid. b. The date of PO submitted should be within 2 years preceding the original BCD of the tender. **or** 1.2 The bidder shall be a Sole Selling Agent/ Dealer/ Distributor/Supply House of OEMs of the mentioned order and the proposed Sole Selling Agent/ Dealer/ Distributor/ Supply House shall be in business for at least **5 nos. of years** preceding the original BC date of this tender. **Note:** a. A valid Authorization letter with back up warranty from OEM confirming the bidder's status as their authorized Sole Selling Agent/ Dealer/ Distributor/	**A.1 BEC (TECHNICAL)** **1.0 BIDDER'S QUALIFICATION:** 1.1 The bidder shall be an Original Equipment Manufacturer (OEM) and shall be in business for at least **5 nos. of years** preceding the original BC date of this tender. **or** 1.2 The bidder shall be a Selling Agent/ Dealer/ Distributor/Supply House of OEMs of the mentioned order and the proposed Selling Agent/ Dealer/ Distributor/Supply House shall be in business for at least **5 nos. of years** preceding the original BC date of this tender. **Note:** a. A valid Tender Specific Authorization letter with back up warranty from OEM confirming the bidder's status as their authorized Selling Agent/ Dealer/ Distributor/ Supply House (as the case may be, should be submitted with the bid). The authorization letter must be duly sealed and signed by the OEM on their official letter head. b. The authorization certificate/ letter shall be provided for the **item nos. 1 to 12**	

Supply House (as the case may be, should be submitted with the bid). The authorization letter must be duly sealed and signed by the OEM on their official letter head. b. The authorization certificate/letter shall be valid for the entire period of execution of the order. The authorization certificate/ letter shall be provided for the item nos. 1 to 12 mentioned in the BOM of the order. c. The bidder shall categorically confirm in their technical bid that there will be no change of the proposed OEM after submission of the bid.	**mentioned in the BOM of the order as given below –** 1. Server 2. NAS 3. Software for Virtualized Environment (VMware) and VDI Environment (Omnissia) 4. Backup Server and Software 5. ToR Switch 6. Management Switch 7. SAN Switch 8. Thin Clients with dual monitors 9. Tape Library 10. Standalone LTO Tape Drive 11. SAN 12. SMART RACK (Micro Data Centre Rack) c. The bidder shall categorically confirm in their technical bid that there will be no change of the proposed OEM after submission of the bid. **<u>Note:</u>** In cases the bidder itself is the OEM for any or all of the quoted products, the requirement for submission of an OEM authorization certificate shall be deemed not applicable for those specific product(s).	

2.0 BIDDER'S EXPERIENCE: 2.1 In case the Bidder is an **OEM** – 2.1.1. The bidder shall have the experience of successfully executed SIMILAR Order for supply, Installation and commissioning of one (1) no. of tendered item, in the last **five (05) years** reckon from the original BC date of this tender to any E&P company or service provider to an E&P company. Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid. Or 2.2 In case the bidder is a sole Selling Agent/ Dealer/ Distributor/ Supply House of Original Equipment Manufacturers (OEMs) – 2.2.1 The bidder shall have the experience of successfully executed SIMILAR Order for supply, Installation and commissioning of one (1) no. of tendered item, in the last **five (05) years** reckon from the original BC date of this tender to any E&P company or service provider to an E&P company as a Sole Selling Agent/ Dealer/ Distributor/ Supply House of OEM. Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid.	**2.0 BIDDER'S EXPERIENCE:** 2.1 In case the Bidder is an **OEM** – 2.1.1 The bidder should have experience of successfully executing at least 1 (one) similar order of minimum INR 4.97 crores in Government organisations / PSUs / Public Listed Companies/ any E&P Companies (companies involved in Exploration and Production of Oil & Natural Gas) in preceding 5 (five) years to be reckoned from the original stipulated bid closing date of the tender. Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid. Or 2.2 In case the bidder is a Selling Agent/ Dealer/ Distributor/Supply House of Original Equipment Manufacturers (OEMs) – 2.2.1 The bidder should have experience of successfully executing at least 1 (one) similar order of minimum INR 4.97 crores in Government organisations / PSUs / Public Listed Companies/ any E&P Companies (companies involved in Exploration and Production of Oil & Natural Gas), in preceding 5 (five) years to be reckoned from the original stipulated bid closing date of the tender. Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid.	

2.2.2 The bidder must meet the experience criteria set out in para **2.1.1 or 2.2.1 above** and documentary evidence in this regard must be submitted along with the technical bid as per para 2.3. 2.3 Documentary Evidence - Self-attested photocopies of the following documents must be submitted along with the bid: (a) Purchase Order/ Contract Document/ Work Order showing details of works. AND (b) Satisfactory Supply/ Completion/ Installation Certificate issued by PSUs/Govt. Organization / Public Limited Company for the Purchase Order / Contract mentioned in Note on client's official letterhead with signature & stamp above showing: • Purchase Order Number or Contract number or Contract period • Gross value of job done, etc. iii. SIMILAR Order executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BRC.	2.2.2 The bidder must meet the experience criteria set out in para **2.1.1 or 2.2.1 above** and documentary evidence in this regard must be submitted along with the technical bid as per para 2.3. 2.3 Documentary Evidence - Self-attested photocopies of the following documents must be submitted along with the bid: (a) Purchase Order/ Contract Document/ Work Order showing details of works. **Note:** *The Contract(s)/ Purchase Order(s) date need not be within 5 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender* AND (b) Satisfactory Supply/ Completion/ Installation Certificate issued by Government organisations / PSUs / Public Listed Companies/ any E&P Companies (companies involved in Exploration and Production of Oil & Natural Gas) for the Purchase Order / Contract mentioned in Note on client's official letterhead with signature & stamp above showing: • Purchase Order Number or Contract number or Contract period • Gross value of job done, etc. iii. SIMILAR Order executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.	

Notes to Clause above: "**SIMILAR Order**" mentioned above means - Experience in successful supply along with Installation & Commissioning and implementation of an order of Virtualized Infrastructure Project *(A Virtualized Infrastructure Project is a structured project that transforms physical computing resources such as servers, storage and networks into virtual, software-defined resources, enabling multiple systems to run efficiently on shared hardware*) including Server Virtualization, Storage Virtualization, Network Virtualization, and Overall deployment of the platform.	iv. Original Bid Closing Date shall be considered for evaluation of BEC Criteria in case of any extension of the bid closing date. **Notes to Clause above:** "**SIMILAR Order**" mentioned above means - Experience in successful supply along with Installation & Commissioning and implementation of an order of Virtualized Infrastructure Project *(A Virtualized Infrastructure Project is a structured project that transforms physical computing resources such as servers, storage and networks into virtual, software-defined resources, enabling multiple systems to run efficiently on shared hardware*) including Server Virtualization, Storage, Virtualization Software, and Overall deployment of the platform.	

AMENDMENT IN TECHNICAL CLAUSES OF THE TENDER

SL No	Item No	Item Name	Clause No	Existing Clause	Amended Clause	
1	1	Servers	10	Certification & Compatibility: Certified & supports mainstream operating systems such as Windows, SuSE Linux, Redhat Linux, VMware ESXi and virtualization solutions offered by companies such as VMWare. The quoted model may be customized as per solution needs.	Certification & Compatibility: Certified & supports mainstream operating systems such as Windows, Redhat Linux, VMware ESXi and virtualization solutions offered by companies such as VMWare. The quoted model may be customized as per solution needs.	
2	2	NAS Storage	5	Array must be offered with minimum 4x32Gbps FC and 4x25Gbps Ethernet ports across controllers supporting asked protocols.	Array must be offered with minimum 4x25Gbps Ethernet ports across controllers supporting asked protocols.	
3	2	NAS Storage	6	Should provide for following NAS protocols: NFS, SMB (CIFS), FTP, SFTP, and VMware vVols.	Should provide for following NAS protocols: NFS, SMB (CIFS)	
4	3	Software for Virtualized and VDI Environment	1	VMware VVF or above Software Subscription: 5 Years Subscription (for cores based on the servers mentioned in BOM)	VMware VVF Software Subscription: 5 Years Subscription (for cores based on the servers mentioned in BOM)	
5	4	Back server and software	Backup Software: 3	Backup Type: The backup software should be able to backup data from the various servers of different OS's (UNIX, MS Windows, HP UX, IBM AIX, Linux etc)	Backup Type: The backup software should be able to backup data from the various servers of different OS's (UNIX, MS Windows, IBM AIX, Linux etc)	

6	4	Back server and software	Backup Software: 8	Space Reclamation: The backup software should support reclamation of space from the tape for expired backups. It should keep track of how long the tape has	Space Reclamation: The backup software should support reclamation of space from the tape for expired backups.	
7	4	Back server and software	Backup Software: 9	Recovery: The software should support network free rapid/quick recovery. It should support data recovery directly from tape.	It should support data recovery directly from tape.	
8	4	Back server and software	Backup Software: 20	Raw device support: The backup software should support file system and online database backup on raw devices on Unix systems	The backup software should support file system and online database backup.	
9	4	Back server and software	Backup Software: 24	Level of backups: Should support different level of backups including full, incremental, differential, synthetic and virtual synthetic	Level of backups: Should support different levels of backups, including full, incremental, differential, synthetic and/or virtual synthetic backups for	
10	5	ToR Switch	8	Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be certified/validated by VMWare	Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be be compatible with VMWare VVF.	B
11	6	Management Switch	5	Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be certified/validated by VMWare	Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be compatible with VMWare VVF.	B
12	9	Tape Library	3	Number of Tape Drives Slot Supported: Minimum 8 LTO 9 tape drives or higher. Number of Slots Populated with Tape Drive: Minimum 4 LTO 9 tape	Number of Tape Drives Slot Supported: Minimum 8 LTO 9 tape drives or higher. Number of Slots Populated with Tape Drive: Minimum 4 LTO 9 tape drives	

13	11	SAN	6	a. Storage Array must be offered with **SAS disks with minimum of 80 TB** usable capacity and configured in RAID 6 or equivalent RAID with dual parity from day 1. Storage Sizing Document should be shared by the OEM of Storage.	a. Storage Array must be offered with **SAS disks/SAS SSDs/ NVMe SSDs with minimum of 80 TB** usable capacity and configured in RAID 6 or equivalent RAID with dual parity from day 1. Storage Sizing Document should be shared by the OEM of Storage.	
14	12	SMART RACK (Micro Data Centre Rack)	6	Solution provided should have integrated Rack Side Mounted (Zero U in row) - Self-contained Split Type Cooling Unit of minimum 20kw (cooling capacity) with 5500 CMH with a horizontal airflow designed for cooling the racks with 24X7 operations in all respect. The vendor must provide detailed design of cooling solution considering the cooling requirement for each hardware. The compressor should be equipped with an environment-friendly refrigerant (R410A), and a DC brushless type arrangement with variable capacity operation of	The solution shall include an integrated rack-side mounted (Zero U) or in-row precision cooling system. The unit shall be a self-contained or split-type with minimum 20 kW cooling capacity and minimum 5500 CMH airflow, suitable for 24×7 operations with horizontal airflow. The system shall use environment-friendly refrigerant (R410A or equivalent) with a DC brushless compressor supporting variable capacity from 30% to 100%. Each unit shall include an inbuilt heater and humidifier.The cooling solution must deliver ≥20 kW capacity at 45°C ambient, with return air at 35°C and	

15	12	SMART RACK (Micro Data Centre Rack)	10	Remote health monitoring - The self-contained rack must support for SNMP based remote monitoring of the following of its health parameters: a. Temperature within the rack b. Humidity within the rack c. UPS and battery status d. PAC Status (Precision AC)	The self-contained rack shall have SNMP-based remote monitoring of the following health parameters from day1: a. Temperature within the rack b. Humidity within the rack c. UPS and battery status d. PAC (Precision AC) status It should also have features for unattended, graceful shutdown of standalone servers, virtual machines (VMs), hypervisors, and storage systems, helping to prevent data loss and ensure system consistency during power failures or environmental events. All required licenses and OEM support shall be included for Warranty and AMS Period.	
16	12	SMART RACK (Micro Data Centre Rack)	13	Environmental Controls: Intelligent Integrated rack should include basic environmental controls: Smoke Detector, Water Leak Detection system, Temperature & Humidity Sensor with display with 6 Temp. sampling point per rack, Door Sensor, Alarm beacon. The monitoring unit should support basic protocols like Telnet, SSH, FTP, SFTP, HTTP, HTTPS, NTP, DHCP, DNS Server, smtp,TCP/IP4. It should support network interface of 10/100M selfadaptable Ethernet ports.The monitoring unit should support IPMI protocol to enable feature to Access server Service Processor.	Environmental Controls: Intelligent Integrated rack should include basic environmental controls from day 1: Smoke Detector, Water Leak Detection system, Temperature & Humidity Sensor with display with 6 Temp. sampling point per rack, Door Sensor, Alarm beacon. The monitoring unit should have basic protocols like Telnet, SSH, FTP, SFTP, HTTP, HTTPS, NTP, DHCP, DNS Server, smtp,TCP/IP4. It should have network interface of 10/100M selfadaptable Ethernet ports.The monitoring unit should support IPMI protocol to enable feature to Access server Service Processor.All required licenses and OEM support shall be included for Warranty and AMS Period.	

To read in "TENDER INFORMATION SUMMARY" for point no. 14 (PAGE 2 OF THE TENDER) for **Training as APPLICABLE**.		
AB. Special terms and Conditions		
A. General Terms (Page 23/128) 8. Bidder must deploy onsite a qualified and experienced professional (L2 Engineer (OEM)) as a single point of contact for the project during the period of installation and commissioning.	The vendor must deploy onsite at least one qualified and experienced L2 engineer as a single point of contact for the entire period of installation and commissioning. The engineer must have experience of working on installation & commissioning of Rack servers, SAN storage, Tape Library, NAS server, etc. as specified in the Tender.	
B. Scope of Work	The scope of the work involves the following: **I.** Supply of hardware, software, necessary licenses and documentations **II.** Installation, integration, commissioning and user acceptance testing **III.** Comprehensive OEM warranty of 1 year from the date of commissioning for the entire solution as per warranty terms. **IV.** Training The Bidder shall provide training for up to five (5) OIL personnel for a minimum duration of three (3) days at the Bidder's or OEM's designated training centre(s). The training shall comprehensively cover the overall deployment and operation of the solution. All expenses related to transportation and accommodation of OIL personnel for attending the training shall be borne by OIL.	Please incorporate the charges of I & III under material value in GeM price bid format and charges of II & IV under I&C in GeM price bid format. All prices shall be inclusive of applicable GST as per Gem guidelines. For AMC separate option is provided in GeM portal to put your offer.
C. Delivery Terms (Page 24/128)	1. Delivery of items must be completed within **90 days** of placing the purchase order.	

1. Delivery of items must be completed within 60 days of placing the purchase order. Installation and commissioning of the entire solution shall be completed within 60 days from issuance of site clearance report from OIL. 5. All the supplied software licenses must be perpetual in nature without any requirement for renewal.	Installation and commissioning of the entire solution shall be completed within 60 days from issuance of site clearance report from OIL. 5. All the supplied software licenses must **preferably** be perpetual in nature without any requirement for renewal during Warranty and AMC period.	
Installation and Commissioning: Page 17/128		
A. General Installation and Commissioning Terms: 4. The bidder shall ensure that Installation and Commissioning of the solution must be carried out by the OEM personnel on-site. The OEM must be involved with the bidder throughout the installation and commissioning activity.	The Bidder shall ensure that the installation and commissioning of the virtualized solutions are carried out exclusively by personnel from the OEM or by OEM-authorized personnel, and that such activities are performed on-site. Also, installation and commissioning of the following items to be carried out by OEM personnel on-site- i. NAS Storage ii. Tape Library iii. SAN For the commissioning of all other components, the bidder shall ensure the involvement of OEM personnel, either on-site or remotely, throughout the entire installation and commissioning process.	

Installation and Commissioning: Page 18/128 **A. General Installation and Commissioning Terms:** 9. **Project Implementation Team:** The vendor must deploy onsite at least one qualified and experienced L2 Engineer (OEM) along with a resident service engineer for installation and commissioning of the solution. Duration of onsite availability of L2 engineer (OEM) : from the beginning of the project until successful conclusion of Installation and Commissioning Qualifications of L2 engineer (OEM) - The L2 engineer should be at least a B.Tech/B. E graduate. The L2 engineer should have minimum 2 years of working experience and knowledge of virtualisation and migration technologies such as P2P and P2V and should be familiar with storage solutions. The L2 engineer should be certified by the OEMs. The L2 engineer must have experience of working on installation & commissioning of Rack servers, SAN storage, Tape Library, NAS server, etc. as specified in the Tender. If the service of the engineer is not satisfactory, OIL will have the discretion to ask for suitable replacement and the vendor shall provide the replacement immediately. CV along with copies of the qualification certificates should be submitted to OIL**.**	**9. Project Implementation Team:** The vendor must deploy onsite at least one qualified and experienced L2 Engineer along with a resident service engineer from the beginning of the project. Duration of onsite availability of L2 engineer is from the beginning of the project until successful conclusion of Installation and Commissioning. The L2 Engineer and Resident Service Engineer must have experience of working on installation & commissioning of Rack servers, SAN storage, Tape Library, NAS server, etc. as specified in the Tender. The engineer must be at least a B.Tech/B. E graduate. CV along with copies of the qualification certificates should be submitted to OIL. If the service of the L2 Engineer and Resident Service Engineer are not found satisfactory, OIL will have the discretion to ask for suitable replacement and the vendor shall provide the replacement immediately.	

Revised overall BEC

BID EVALUATION CRITERIA (BEC)

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

A.1 BEC (TECHNICAL)

1.0 BIDDER'S QUALIFICATION:

1.1 The bidder shall be an Original Equipment Manufacturer (OEM) and shall be in business for at least **5 nos. of years** preceding the original BC date of this tender.

or

1.2 The bidder shall be a Selling Agent/ Dealer/ Distributor/Supply House of OEMs of the mentioned order and the proposed Selling Agent/ Dealer/ Distributor/Supply House shall be in business for at least **5 nos. of years** preceding the original BC date of this tender.

Note:

a. A valid Tender Specific Authorization letter with back up warranty from OEM confirming the bidder's status as their authorized Selling Agent/ Dealer/ Distributor/ Supply House (as the case may be, should be submitted with the bid). The authorization letter must be duly sealed and signed by the OEM on their official letter head.
b. The authorization certificate/ letter shall be provided for the **item nos. 1 to 12 mentioned in the BOM of the order as given below –**

1. Server
2. NAS
3. Software for Virtualized Environment (VMware) and VDI Environment (Omnissia)
4. Backup Server and Software
5. ToR Switch
6. Management Switch
7. SAN Switch
8. Thin Clients with dual monitors
9. Tape Library
10. Standalone LTO Tape Drive
11. SAN
12. SMART RACK (Micro Data Centre Rack)

c. The bidder shall categorically confirm in their technical bid that there will be no change of the proposed OEM after submission of the bid.

Note: In cases the bidder itself is the OEM for any or all of the quoted products, the requirement for submission of an OEM authorization certificate shall be deemed not applicable for those specific product(s).

2.0 BIDDER'S EXPERIENCE:

2.1 In case the Bidder is an **OEM** –

2.1.1 The bidder should have experience of successfully executing at least 1 (one) similar order of minimum INR 4.97 crores in Government organisations / PSUs / Public Listed Companies/ any E&P Companies (companies involved in Exploration and Production of Oil & Natural Gas) in preceding 5 (five) years to be reckoned from the original stipulated bid closing date of the tender.

Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid.

Or

2.2 In case the bidder is a Selling Agent/ Dealer/ Distributor/Supply House of Original Equipment Manufacturers (OEMs) –

2.2.1 The bidder should have experience of successfully executing at least 1 (one) similar order of minimum INR 4.97 crores in Government organisations / PSUs / Public Listed Companies/ any E&P Companies (companies involved in Exploration and Production of Oil & Natural Gas), in preceding 5 (five) years to be reckoned from the original stipulated bid closing date of the tender.

Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid.

2.2.2 The bidder must meet the experience criteria set out in para **2.1.1 or 2.2.1 above** and documentary evidence in this regard must be submitted along with the technical bid as per para 2.3.

2.3 Documentary Evidence -

Self-attested photocopies of the following documents must be submitted along with the bid:

(a) Purchase Order/ Contract Document/ Work Order showing details of works.
Note: *The Contract(s)/Purchase Order(s) date need not be within 5 (five) years preceding the original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender*

AND

(b) Satisfactory Supply/ Completion/ Installation Certificate issued by Government organisations / PSUs / Public Listed Companies/ any E&P Companies (companies involved in Exploration and Production of Oil & Natural Gas) for the Purchase Order / Contract mentioned in Note on client's official letterhead with signature & stamp above showing:

- Purchase Order Number or Contract number or Contract period
- Gross value of job done, etc.

iii. SIMILAR Order executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

iv. Original Bid Closing Date shall be considered for evaluation of BEC Criteria in case of any extension of the bid closing date.

Notes to Clause above:

"**SIMILAR Order**" mentioned above means - Experience in successful supply along with Installation & Commissioning and implementation of an order of Virtualized Infrastructure Project *(A Virtualized Infrastructure Project is a structured project that transforms physical computing resources such as servers, storage and networks into virtual, software-defined resources, enabling multiple systems to run efficiently on shared hardware*) including Server Virtualization, Storage, Virtualization Software, and Overall deployment of the platform.

A.2 BEC <u>FINANCIAL</u>

1.0 The bidder must have annual financial turnover from Operations of minimum **INR 4.97 Crore** in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]

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

Note:

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

(i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in (PROFORMA – B).

OR

(ii) Financial Statements (Audited Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US$, the bidder shall have to convert the figures in equivalent INR or US$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US$.

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

(i) Turnover of the parent/ultimate parent/holding company (supporting company) should be in line with Para **A.2 (1.0)** above.

(ii) Net Worth of the parent/ultimate parent/holding company (supporting company) should be positive in line with Para **A.2 (2.0)** above

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

(iv) A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original bid closing date.

A.3 BEC - COMMERCIAL:

1.0 Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in GeM Portal. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. Bidder not complying with above submission procedure will be rejected.

2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discounts.

3.0 Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.

4.0 Bids containing incorrect/ false/misleading statement(s) shall be rejected.

5.0 Validity of the bid shall be minimum 120 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.

6.0 Successful bidder will be required to furnish Performance Security as below:

1st Performance Security @ 5 % of Purchase order value during warranty period to be submitted after receipt of PO. The 1st Performance Security must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement.

Bidders should also undertake that in the event of AMC contract of 4 years, 2nd Performance Security @ 5% of AMC cost of 4 years to be submitted prior to expiry of 1st PBG. The 2nd Performance Security must be valid for 3(three) months beyond the AMC period indicated in the Purchase Order/contract agreement. The 1st PBG shall be released after receipt of 2nd PBG only.

The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS). Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy.

7.0 Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format (PROFORMA – G) if submitted in the form of Bank Guarantee (BG). Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender. The amount of Bid Security (EMD) must be strictly as specified in the tender document.

Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

8.0 Bid must be uploaded together with the Integrity Pact (If applicable against the tender) and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

9.0 Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

i) Liquidated Damages

ii) Warranty/Guarantee of material

iii) Arbitration / Resolution of Dispute

iv) Force Majeure

v) Applicable Laws.

10.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

a) Validity of bid shorter than the validity indicated in the Tender.

b) In case the party refuses to sign Integrity Pact.

c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

d) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

11.0 The items of the tender are splitable hence evaluation shall be done item-wise.

12.0 The bidder shall submit an undertaking/declaration as per Proforma N1 confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

13.0 **Document Verification by independent third party inspection agencies:**

Oil India Limited (OIL) has engaged 17 (Seventeen) Independent Inspection Agencies to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender (Details already provided in Annexure -V of Tender, Clause 30.0)

13.1 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empaneled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

13.2 **The verified and certified documents must be submitted along with the Technical Bid**. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening to be sent to address**: Office of GM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam, India and copy of the verified documents to email id : tuhin_roy@oilindia.in**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

13.3 An Undertaking from Independent Inspection Agencies for Document Verification as per (Proforma – S) should be submitted alongwith the Technical bid.

14.0 Purchase Preference Clause:

Purchase Preference to Micro and Small Enterprises (MSE) falling within the price band of L1+15% and Purchase Preference Policy Linked with Local Content (PP-LC) falling within the price band of L1+20% shall be applicable to this tender.

14.1 Purchase Preference to MSE Bidders:

Purchase Preference to Micro and Small Enterprises is applicable to this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered for that item under the NIC group code under Udyam Registration or UAM. Purchase Preference is meant for procurement of only goods produced and services rendered by MSEs. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Purchase Preference.

(i) In case participating MSE Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.

(ii) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

Documentation required to be submitted by MSEs: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191** dated **26.06.2020** and Amendment vide Gazette Notification no. CG-**DL-E-16062021-227649 dated 16.06.2021** and **No. CG-DL-E-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

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

14.2 Purchase Preference Policy (PPP-MII):

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017-Revision P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.2024 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 and FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.

14.3 Concurrent Application of Purchase Preference Policies:

If the quantities under this tender are splitable than Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto shall be applicable. Bidders are advised to refer to the said Order for further detail. In case of concurrence application of Purchase Preference Policies, the preference order shall be as mentioned below:

Preference Order	Category of Bidder
1st Preference	MSE Class-I Local Supplier
2nd Preference	MSE but Non- Class-I Local Supplier
3rd Preference	Non-MSE but Class-I Local Supplier
4th Preference	Non-MSE Non- Class-I Local Supplier

Note: Further if multiple bidders are falling under a 'category of bidder', the purchase preference for price matching shall be given to MSEs falling within the price band of L1+15%. Purchase preference shall be given in the following order of preference:

1. SC/ST Women-owned MSEs
2. SC/ST owned MSEs
3. Women-owned MSEs
4. Other MSEs

All other guidelines issued in respect of benefits to MSEs shall prevail. Bidder claiming above relaxation/ exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid on the bid closing date.

15.0 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.

16.0 Submission of Forged Documents:

Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents.

17.0 Land Border Sharing:

Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

18.0 **Compliance of The Competition Act, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

Proforma – S

PROFORMA FOR UNDERTAKING FROM THIRD PARTY DOCUMENT VERIFICATION INSPECTION AGENCY
(To be submitted on official letter head)

TO,

CGM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Sir,

SUB : OIL's tender No. ....

M/s____________________having registered office at __________________intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulated that the bidder shall submit documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), duly verified and certified by designated independent Third Party Document Verification Inspection Agency.

In this regard , we hereby certify that copies of documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), submitted to us by the bidder. M/s ____________________have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having________nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature:____________

Name:_____________________________

****

ORIGINAL

TENDER
SPECIFICATION,
BEC,
TERMS AND
CONDITIONS.

MATERIALS DEPARTMENT
P.O. Duliajan, Dist. Dibrugarh
ASSAM, PIN – 786 602, INDIA

FORWARDING LETTER & INSTRUCTION TO BIDDERS

OIL INDIA LIMITED (OIL) is a premier National Oil Company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural gas. A Maharatna Company under the Ministry of Petroleum and Natural gas, Government of India (GOI), with its Headquarters at Duliajan, Assam. Duliajan is connected by Air with nearest Airport at Dibrugarh, 45 km away.

In connection to its operations, OIL invites **DOMESTIC COMPETITIVE BIDS** from competent and experienced bidders through GEM portal for the items mentioned below. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through GEM portal. For your ready reference, few salient points of the Tender are highlighted below.

TENDER INFORMATION SUMMARY

1A	Bid Security	:	**Applicable** Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender i.e. valid upto 06.11.2026 ***NOTE:* Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be rejected.**
1B	Bid Security Declaration	:	Not Applicable
2	Performance Guarantee	:	**Applicable @ 5 % of Order value for PO value more than Rs. 10.00 Lakhs**
3	Integrity Pact	:	**Applicable**
4	MSE Purchase Preference	:	**Applicable**
5	PPP-MII Purchase Preference	:	**Applicable**
6	Preference to domestically manufactured Iron and Steel product (DMI&SP Policy)	:	Not Applicable
7	Document Verification by independent third party inspection agencies	:	**Applicable *(Detailed below)***
8	Restrictions on procurement from a bidder of a country which shares a land border with India	:	**Applicable**
9	Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy	:	Not Applicable
10	OIL's Banning policy	:	**Applicable**
11	Pre - despatch inspection	:	Not Applicable

12	Third party inspection (TPI)	:	Not Applicable
13	Installation & Commissioning	:	**Applicable**
14	Training	:	Not Applicable
15	Annual Maintenance Contract	:	**Applicable**
16	OIL's PR No.	:	1428845. FP-06 ***Quote this reference number for all correspondence with OIL.***

LIST OF ANNEXURES/PROFORMAS

ANNEXURES		
Annexure - I	:	Technical Specifications, Scope of Work, Special terms & Conditions etc.
Annexure - III	:	Bid Evaluation Criteria (BEC)
Annexure - IV	:	Technical & Commercial Checklist
Annexure - V	:	General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) for procurement of Goods
Annexure - VI	:	Bid Evaluation Matrix (Technical Specification)
Annexure - VII	:	Bid Evaluation Matrix (Bid Evaluation Criteria)
Annexure - VIII	:	Policy for providing preference to Domestically Manufactured Iron & Steel Products (DMI & SP)
Annexure - IX	:	General Conditions of Contract *(For all services to be rendered including AMC)*
PROFORMAS		
Proforma - A	:	Format for undertaking towards compliance of Financial Criteria
Proforma - B	:	Format for Annual Turn Over and Net Worth Certificate
Proforma - C	:	Format for Corporate Guarantee towards Financial Standing
Proforma - D	:	Format for Integrity Pact
Proforma – E(I), E(II), E(III)	:	Formats for undertaking towards compliance of restriction on procurement from a bidder of a country which shares a land border with India
Proforma - F	:	Format for Performance Security
Proforma – G A	:	Format for Bid Security
Proforma – G B	:	Format for Bid Security Declaration
Proforma - H	:	Format for undertaking towards submission of authentic information/ documents
Proforma - I	:	Format for Authorization letter For attending Tender Opening
Proforma – J	:	Format for Exception / Deviation
Proforma – K	:	Format for Undertaking For Local Content
Proforma - L	:	Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)
Proforma – M	:	Format for Bidders financial standing
Proforma – N1 Proforma – N2	:	Format for declaration that bidder is not under holiday list/delisted/blacklisted/debarred Format for declaration of NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation
Proforma – O	:	Format for Inspection Certificate to be issued by Independent Inspection Agencies against Document Verification Clause
Proforma – P	:	Format for Bank Guarantee linked with Advance Payment
Proforma -Q	:	Format for Insurance surety bond for Bid security and Performance security
Proforma -R	:	Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy
Proforma -S	:	Format for Document Verification by independent third party inspection agencies

ANNEXURE – I

AA) TECHNICAL SPECIFICATIONS

SERVER WITH VIRTUALIZATION ENVIRONMENT WITH VDI = 1 No.

Item No	Item Name	Specifications
1	Servers	1. Make & Model: Vendor must mention unique make and model of the quoted product. 2. Processor: Minimum 2 x Intel® Xeon® Gold 6000 Series with 5th generation architecture or later generation, Minimum 24 Cores per CPU, 2.2 GHz or above (Base Frequency) or more, 60 MB Cache or higher. 3. Memory: Minimum 1536 GB RDIMM DDR4 (or higher) expandable upto 4096 GB. 4. Disk Drive: SDS - 2X800 GB NVMe & 4X7.6 TB Read Intensive NVMe 5. Network Adapter: Minimum 2 X dual port 10/25GbE SFP+ Minimum of 1 X 1Gbps NIC. HBA: 1 X Dual port 32 Gbps FC HBA card. Required Fibre patch cords etc. must be included for connection to the SAN switches. 6. Form Factor: Maximum 2U Rack Mount Server. 7. PCIe Slot: Minimum 3 Nos PCIe Express Slots or more 8. Minimum 2 x GPU adapter. Each Node must be configured with Minimum 2 x NVIDIA L4 24GB PCIe GPU 9. Power Supply: Redundant hot-swappable 10. Certification & Compatibility: Certified & supports mainstream operating systems such as Windows, SuSE Linux, Redhat Linux, VMware ESXi and virtualization solutions offered by companies such as VMWare. The quoted model may be customized as per solution needs. 11. System Management: OEM system management software (Enterprise Version or Version with highest level of support) with full features. Support independent remote management through graphical user interfaces. Users can access the server remotely and take full control. The remote management should be independent of server OS.

2	NAS Storage	1. Make & Model: Vendor must mention unique make and model of the quoted product. 2. Offered Storage must be supplied with 100 TiB of usable capacity using SSD/ All Flash/NVMe architecture configured in RAID 6 or equivalent RAID with dual parity from day 1. 3. Offered storage must be scalable to minimum 500TB usable at same RAID. 4. Offered storage should have minimum 2 controllers and must have minimum 64 GB Cache on each controller. Offered storage must be equipped with dual active controllers with No Single Point of Failure for high availability & continuous data availability in case of controller or component failure. 5. Array must be offered with minimum 4x32Gbps FC and 4x25Gbps Ethernet ports across controllers supporting asked protocols. 6. Should provide for following NAS protocols: NFS, SMB (CIFS), FTP, SFTP, and VMware vVols. 7. Should provide for inline data reduction (deduplication, compression) active across all data to manage data size 8. Include all-inclusive software licence for management, local Point-In-Time copies (Snapshots and Thin Clones), deduplication, compression & replication
3	Software for Virtualized and VDI Environment	1. VMware VVF or above Software Subscription: 5 Years Subscription (for cores based on the servers mentioned in BOM) 2. Omnissa Horizon VDI Software with 5 Years Subscription (for 30 virtual workstations) 3. Nvidia Quadra vWS Subscription License 5 Years Subscription & Support (for 30 virtual workstations) 4. Windows server 2025 datacenter edition for 4 nodes. 5. WinSvrCAL SNGL Lic OLP NL DvcCAL (for 30 virtual workstations) 6. Windows 11 Professional for Thin Clients (for 30 virtual workstations) 7. Windows Server RDP CAL: WinRmtDsktpSrvcsCAL 2025 SNGL OLP NL UsrCAL (for 30 virtual workstations) 8. vGPU server license for the VDI solution 9. Antivirus with 5 Years support (for 30 virtual workstations)
4	Back server and software	Backup server (1 No) 1. Make & Model: Vendor must mention unique make and model of the quoted product. 2. Processor: Minimum 2 x Intel® Xeon® Gold 6000 Series with 5th generation architecture or later generation, Minimum 24 Cores per CPU, 2.9 GHz (Base Frequency) or more, 60 MB Cache or higher. 3. Memory: Minimum 256 GB DDR5 (or higher) 4. Disk Drive: Minimum usable 4 X 1.9 TB enterprise class SSD configured with RAID-1. 5. Disk Cache: Minimum internal 2 X 1.9 TB enterprise class SSD 6. Controller: Minimum 12Gbps SAS controller 7. Network Adapter: Minimum 2 X dual port 10/25GbE SFP+ Minimum of 1 X 1Gbps NIC. HBA: 1 X Dual port 32 Gbps FC HBA card. Required Fibre patch cords etc. must be included for connection to the SAN switches. 8. Form Factor: Maximum 2U Rack Mount Server.

		9. Power Supply: Redundant hot-swappable 10. Operating System: Windows Server 2025 Standard or higher with minimum 3 Client Access Licenses (CALs) per user CAL for Remote Desktop Services (RDS). The bidder must provide all necessary licenses for the OS to run on the supplied hardware. 11. System Management: OEM system management software (Enterprise Version or Version with highest level of support) with full features. Support independent remote management through graphical user interfaces. Users can access the server remotely and take full control. The remote management should be independent of server OS.

		Backup Software: 1. Make & Model To be quoted by bidder 2. Operating System: The backup software should support operating system as mentioned in the backup server specifications 3. Backup Type: The backup software should be able to backup data from the various servers of different OS's (UNIX, MS Windows, HP-UX, IBM AIX, Linux etc) 4. User Interface: The backup software should provide features to logon, navigate and execute commands to manage the backup system (tape library and backup server) through web-based interface from anywhere access. 5. Scheduling: The backup software should provide automated scheduling and unattended backup in the centralized tape library. It should support scheduling of daily incremental, weekly full, monthly full, and annual full backups. Retention settings must be configurable to align with business needs. 6. Selective Backup: The backup software shall provide ad-hoc backup services easily by performing selective backup function whenever required. 7. Policy Management: It should allow backup server configuration and policy information to be defined one time at backup server and then propagated to any number of backup servers. 8. Space Reclamation: The backup software should support reclamation of space from the tape for expired backups. It should keep track of how long the tape has been kept inactive, and when a pre-determined threshold is reached, archives them or deletes them. 9. Recovery: The software should support network free rapid/quick recovery. It should support data recovery directly from tape. 10. Multi-Threaded data transfer: It should support dynamic multi-threaded data transfer. 11. Backup Catalog: The catalog as part of backup software stored on an RDBMS. 12. Catalog Mirroring: The backup software should provide backup database (catalog) mirroring. 13. Single console management: The backup software shall provide enterprise administration that can administer multiple backup servers from single console and provide enterprise configuration and policy management from single console. 14. Tape Backup: The Backup software shall stack all data for a server onto the same tape or group of tapes without mixing of one server's data with another server's data 15. Backup Priority: The backup software should provide prioritization of backup sequence of servers. 16. SNMP Feature: The backup server shall provide SNMP based event error reporting through enterprise network monitoring console 17. Online Oracle database backup support: The backup software should be capable of providing online backup without shutting down the database when backups are in progress. The software should be able to backup Oracle, MySQl, MSSQL database 18. Backup Licenses: The backup software should be licensed to backup of servers with operating systems - AIX, Linux and Windows 2019 or higher

		19. Resuming Capability: The backup software shall provide feature to resume backup or restore where it can continue the backup and restore from where it left off without having to start the whole process all over again 20. Raw device support: The backup software should support file system and online database backup on raw devices on Unix systems 21. Reporting and Trend analysis: The backup software should have the capability to provide operational reporting showing status of jobs, daily reports, weekly reports and monthly reports. The reports should be scheduled and exportable to web pages or to mail recipients. 22. Encryption Support: It should support 64-bit AES encryption, End-to-end AES 256-bit encryption, giving you the ability to encrypt backup files and data at source (during backup), in flight and at rest. 23. NAS, SAN, LAN and VMWare backup: The backup software must support both SAN based, and LAN based backup. While taking LAN based backup the software must be capable of taking backup through SAN switch to the Tape Library. Should be capable of taking VMware consolidated backup of all Virtual Machines into LTO 9 Tapes of Tape Library 24. Level of backups: Should support different level of backups including full, incremental, differential, synthetic and virtual synthetic backups for all workloads been asked in this RFP. 25. Recovery and Restoration Should be able to recover and restore from the backups. 26. Backup software must support Robotic/automated Tape library. 27. The backup software has to be certified for installation in 64-bit Red Hat Enterprise Linux operating system/ Windows Server 2019 or higher 28. Successful Bidder must provide all necessary licenses

5	ToR Switch	Make & Model: Vendor must mention unique make and model of the quoted product 1. Data Port(s): 48 ports should be fully populated with 10Gbps SFP+ and 6 ports should be fully populated with 40 Gbps QSFP+. 2. Management Port(s): Minimum of 1 management port. 3. Software: All software licenses required for the functionalities/features shall be provided and must be available at the time of commissioning of the switches 4. Throughput: Minimum 1.44 Tbps per switch and all ports must be line-rate. 5. Latency: Maximum 4 microseconds. 6. Power Supply: Redundant Power Supply 7. Others: a. All required transceivers, fibre optic cables, patch cords, DAC cables etc., licenses and other optics/accessories including jack panel etc. shall be supplied for above ports. b. All the supplied networking cables for connecting the TOR switches to core/distribution switches at OIL Data centre should be at least 30 metres long. However, the networking cables used for connecting the TOR switches to the server nodes may be of suitable length." 8. Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be certified/validated by VMWare and must be compatible with VMWare VVF.
6	Management Switch	1. Ports: Minimum 48 X 1000BASE-T ports 2. Transfer Rate: All ports should be line-rate 3. Power Supply: Redundant Power Supply 4. Others: a. All required CAT cables etc., licenses and other optics/accessories including jack panel etc. shall be supplied for above ports. b. All the supplied networking cables should be at least 30 metres long." 5. Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be certified/validated by VMWare and must be compatible with latest version of VMWare VVF.
7	SAN Switch	1. Make & Model: Vendor must mention unique make and model of the quoted product 2. 48-port on each switch 8/16/32 Gbps auto sensing redundant fibre channel switches, with minimum 1536 Gbps aggregate switch bandwidth. All the 48 ports on each switch must be licensed and populated with 32 Gbps transceivers. 3. The switches shall be configured in redundant mode for high availability. 4. Enterprise-class availability features such as redundant and hot pluggable components like dual power supply and FAN must be provided. 5. The switches should be compatible and manageable with offered solution. 6. Switch should be rack mountable and should be of 1U form factor. 7. All required transceivers, fibre optic cables, patch cords, DAC cables etc., licenses and other optics/accessories including jack panel etc. shall be supplied for above ports. SFP speed to be configured to 32Gbps.

		8. All the supplied networking cables should be at least 5 metres long. However, length of the cables may vary according to actual requirement. 9. Servers, SAN storage, and each drive in the Tape Library must be connected in a redundant configuration to the provided SAN switches.
8	Thin Clients with dual monitors	Make & Model: Vendor must mention unique make and model of the quoted product. I. Intel / AMD Quad Core with base frequency 1.5 GHz or higher. II. 4 GB RAM or higher III. 32 GB or higher flash storage IV. Minimum 2 x Display port with support for 2560 x 1440 resolution V. Minimum 1 no. of 10/100/1000 Gigabit Ethernet (RJ45) VI. 4 USB ports VII. 2 x 27 inch or more flat monitor having native resolution of 2560 x 1440 and having the same make as of thin client offered. VIII. Monitor Stand capable of height adjustable option: (Same OEM Make) IX. These thin clients should be able to seamlessly display remote 2560 x 1440 resolution graphics of G&G Applications running on RHEL Linux ver 7.0 or higher OR Windows 11 platform, without frame drops and distortion and lag using PCO-IP / Blast Protocol X. USB Keyboard & Mouse (Same quoted OEM Make). XI. Integrated High-Definition Audio (Minimum 2 Channel) with Internal or external speaker.
9	Tape Library	1. Make & Model: Vendor must mention unique make and model of the quoted product. 2. Tape Drive Technology: LTO Ultrium 9 or later 3. Number of Tape Drives Slot Supported: Minimum 8 LTO 9 tape drives or higher. Number of Slots Populated with Tape Drive: Minimum 4 LTO 9 tape drives from day 1. All the drives should have native FC support. 4. Number of Cartridge Slots: No. of cartridge slots should 40 (Minimum) upgradable to 144 slots. 5. Robotic Arm: Robotic arm features for tape handling. 6. Cartridge Capacity: Each cartridge should be of min 18TB (native) uncompressed capacity; compression ratio should be 2.5:1. 7. Data Transfer Rate: 300 MBps (minimum) native with Ultrium LTO 9 or later. The tape drive should offer the data transfer rates while backing up data and while restoring data. 8. Media features: The tape media should offer reliability features such as servo tracks and read after write verification. 9. Media: LTO-9, LTO-9 WORM formats or higher. 10. Tape drive features: The tape drive should offer a drive buffer for optimized streaming operations and to eliminate speed matching. 11. Library features: The tape library should be rack mounted (19-inch) Horizontal rack mountable. Rack mounting kit to be provided. The offered Tape Library must have minimum Mean Swaps Between Failures (MSBF) of 2,000,000 cycles.

		12. Host Interface: FC min. 8 Gbps for connectivity to SAN Switch, Min 2 ports per drive. Each drive to connect to two (02) different fibre ports on Tape Library backplane for improving redundancy, load balancing and fault tolerance. 13. Type of Backup: Should be able to accommodate both SAN and LAN based backup. 14. User Interface: Remote Web Interface should be available to access the tape library over Ethernet using any web browser. The user should be able to check system status, run diagnostics, set configurations and manage the system. 15. Encryption: The library should provide encryption features. 16. Connectivity: Should be able to communicate with the backup server through SAN switch. It must be configured, connected, and installed with supplied SAN Switches & Server. 17. Management: Tape library shall provide web-based remote management. Should provide automated and remote management of tape media within the library. 18. Barcode Reader: Tape library must be able to read Barcode labels of tape cartridges. 19. LTO-9 Ultrium Cartridges: 20 Nos. LTO-9 or higher cartridges for data and 4 cleaning cartridges to be supplied. Barcode labels for all the cartridges must be supplied by the bidder. 20. Cables/Connectors: All necessary connectors/cables, etc. for installation of the equipment to be provided. Min 2 Extra cables/connectors are also to be provided. 21. Power Details: Complete power requirement details of the equipment. 22. Mail Slot: Removable magazines with minimum 5 or more user-configurable mail slots. 23. Licensing: Bidder must provide all the necessary licenses. 24. Others: The successful bidder must supply any additional hardware/ equipment/ device for establishing communication between Tape Library and the SAN Switch if required. 25. Transceivers and OFC cables: All necessary transceivers for Tape Library end and fiber optic cables must be supplied by the bidder.
10	Standalone LTO Tape Drive with SAS connector	1. Standalone LTO Tape Drive (LTO 9) with SAS connector 2. LTO 9 Cartridge: 20 nos.

11	SAN	1. Make & Model: Vendor must mention unique make and model of the quoted product. 2. Controller and architecture: The proposed storage must be equipped with dual active-active controllers with No Single Point of Failure. 3. Cache: The system should have a minimum of 128 GB of cache/ system memory across dual controllers. The cache should be persistent across all controllers offered. 4. Power supplies and FAN: Dual redundant 5. Data Availability: The proposed storage must have minimum 99.999% data availability guaranteed architecture and overall uptime of 99.999%. 6. Capacity, Scalability and Performance: a. Storage Array must be offered with **SAS disks with minimum of 80 TB** usable capacity and configured in RAID 6 or equivalent RAID with dual parity from day 1. Storage Sizing Document should be shared by the OEM of Storage. b. The SAS disks must be of minimum 10K RPM. c. Offered storage must be scalable to minimum 500TB usable at same RAID. d. The offered storage must support SSD / Flash drives. 7. Host Ports and Back-end Ports: a. Offered Storage array must have minimum of 8 x 32 Gbps Fibre Channel ports. b. Offered Storage array must have minimum one 1 GbE base-T ethernet port for management purpose. 8. Global Hot Spare: a. Offered Storage Array must support distributed/dedicated Global hot Spare for offered Disk drives. b. Global hot spare must be configured as per industry practice. 9. Storage Encryption: a. The proposed solution must support storage encryption. b. Appropriate encryption licenses must be provided by the vendor. 10. Storage Features: a. Should support non-disruptive online firmware upgrade for controllers & disk enclosures. b. Should include proactive diagnostics, performance monitoring & remote management. c. Support for Operating System Platforms (Windows and LINUX etc.) & Clustering 11. Storage Management Software: Should provide GUI based storage management software to configure and manage the storage space, RAID configuration, logical drives allocation for the total supported storage capacity. 12. Licenses: All Licenses required to enable all the functionalities as per solution requirement shall be provided by the vendor. 13. Others: The storage offered should be of latest generation with newer technology. Vendor shall provide all cables & accessories for storage connectivity.

12	SMART RACK (Micro Data Centre Rack)	1. It is required to deploy the Micro Data Centre Solution for Critical IT Equipment. 2. Site conditions require that the entire Micro Data Centre Solution to be delivered in CKD (Completely Knock-Down Condition) and Complete System to be assembled at site. 3. The required solution comprises of Single Racks of 42U Height (Min) each having effective total mounting space of minimum 42U per Rack available for User IT Equipment. 4. The solution should be incorporating in-built redundancy for Power and Cooling in line with the requirements under Tier III guidelines. 5. Other supportive utilities and services like Fire Detection & Suppressant, Electrical DB, Environment Sensor, Power Monitoring Sensor, Monitoring System, Rack Access Control and Security should be provided in Micro Data Centre Solution. Automated NOVEC 1230 / FK5112 Based Fire suppression unit to be mounted inside a separate cabinet as per NFPA 2001 Guideline. 6. Solution provided should have integrated Rack Side Mounted (Zero U in row) - Self-contained Split Type Cooling Unit of minimum 20kw (cooling capacity) with 5500 CMH with a horizontal airflow designed for cooling the racks with 24X7 operations in all respect. The vendor must provide detailed design of cooling solution considering the cooling requirement for each hardware. The compressor should be equipped with an environment-friendly refrigerant (R410A), and a DC brushless type arrangement with variable capacity operation of 30% to 100%. Inbuilt Heater and Humidifier in each unit. Precision Air Cooling solution should be of >20kW capacity @45°C ambient temperature with return air temperature of 35°C & supply air temperature of 22°C ± 1°C. OEM Software selection sheet to be submitted along with the bid. 7. EC Fans should be used for overall efficiency. These fans should be site replaceable as may needed for servicing. Variable speed is effectively implemented in line with the industry-standard best practices. 8. Inbuilt UPS within the rack with minimum capacity of 15 kVA and suitable batteries to provide minimum 1 hour (31,200 VAH) of power backup by each UPS in high availability. However, the capacity must be designed according to the solution. The vendor must provide detailed design of UPS considering power consumption details of each hardware to be kept on the rack. UPS Battery Bank Will be placed at the nearest room separated by 1 common wall. 9. The PDUs must be included based on the hardware mentioned in the solution. 10. Remote health monitoring - The self-contained rack must support for SNMP based remote monitoring of the following of its health parameters: a. Temperature within the rack b. Humidity within the rack c. UPS and battery status d. PAC Status (Precision AC) 11. All the components of the self-contained rack : UPS, cooling and PDU monitoring system along with temperature & humidity sensor and the rack itself must be of same make with CE certification or tested by third party agency for applicable industry standards i.e. EN 62368-1: 2014. The self-contained rack must be a commercial

		off-the self-product of the OEM. The self-contained rack must not be an assembled product built from discrete components available in the market. 12. Safety, Security & Access Control: Rack based Biometric Access Control System shall be provided to serve the objective of allowing access to authorized personnel only. The front & rear rack doors will be provided with magnetic locks. Front door will operate on fail-safe principle through one common Biometric access control system. 13. Environmental Controls: Intelligent Integrated rack should include basic environmental controls: Smoke Detector, Water Leak Detection system, Temperature & Humidity Sensor with display with 6 Temp. sampling point per rack, Door Sensor, Alarm beacon. The monitoring unit should support basic protocols like Telnet, SSH, FTP, SFTP, HTTP, HTTPS, NTP, DHCP, DNS Server, smtp, TCP/IP4. It should support network interface of 10/100M self-adaptable Ethernet ports. The monitoring unit should support IPMI protocol to enable feature to Access server Service Processor. 14. UPS backup for precission AC of SMART Rack during power cut-off. The Bidder Must provide 1* 30 KVA UPS to run The PAC for continuous cooling. The UPS must have 48900 VAH or higher battery bank. The features should include - Widest input range, Fully Digital twin DSP controlled, Double conversion & IGBT based PWM Inverter, 0.9 output power factor to deliver more active power, High overload capability of static bypass, Build in Maintenance bypass, Facility for remote viewing. Nominal input& output voltage: 380/400/415 Vac 4-wire plus ground; Input voltage range: 323 to 478 Vac. Overload capability: 101-110%, 60minutes; 111-125%,10minutes; 126-150%, 1 minute. 1 Year on site OEM warranty for UPS & Battery. 15. 1 (one) Year On site OEM warranty.
13	Fireproof Case for LTO Cartridges	1 no. Fireproof case for LTO Cartridge (Godrej Centiguard 560 (89L) (Height: 75 Inch, Depth: 58.7 cm, Width 58 cm)
14	SPLIT AC	1. Two (02) nos. SPLIT AC of 1.5 Ton capacity to be provided by Bidder for maintaining temperature in the UPS Battery room adjacent to Server room. 2. Bidder should be responsible for maintaining temperature in the UPS Battery room according to the requirement. 3. 1 Year On site OEM warranty

Item No	Item	UoM	Qty
1	Servers	Nos	4
2	NAS	Nos	1
3	Software for Virtualized and VDI Environment	Lot	1
4	Backup server and software	Lot	1
5	ToR Switch	Nos	2
6	Management Switch	Nos	1
7	SAN Switch	Nos	2
8	Thin Clients with dual monitors	Nos	20
9	Tape Library	Nos	1
10	Standalone LTO Tape Drive with SAS connector	Nos	1
11	SAN	Nos	1
12	SMART RACK (Micro Data Centre Rack)	Nos	1
13	Fireproof Case for LTO Cartridges	Nos	1
14	SPLIT AC (1.5 Ton)	Nos	2
15	Installation & Commissioning including 1 year warranty	AU	1
16	AMC (4 years) - Onsite Support	QTR	16

Specifications

A. Warranty Terms:

1. One (01) year of comprehensive OEM warranty for supplied solution shall be provided by the vendor against any manufacturing defects or malfunctions. The warranty period will start from the date of successful commissioning of the solution with highest level of support available at Duliajan with the OEM.
2. During the warranty period, successful bidder shall provide on-site service for preventive & corrective maintenance of all hardware and software supplied including replacement of defective parts without any extra cost to OIL.
3. The vendor shall supply and install all upgrades released for the supplied software /firmware during the warranty period, at no extra cost to OIL.
4. In case of Dealer, certificate of OEM should be attached that OEM will provide support directly or through the particular dealer during the warranty period and Pro/advance support Service with 24x7x365 Next Business Day (NBD) on-site service.
5. Critical spares must be kept onsite for any break-down / malfunctioning of the systems. If, for any reason, the vendor fails to provide services / replacement within 2 successive days from the date of reporting, the period of warranty shall be extended by that many numbers of days, at no extra cost to OIL.

6. The warranty should cover all free service and free spare parts, excluding consumables.
7. During the warranty period a resident service engineer needs to be deputed onsite. The personnel must be capable for maintenance and administration of supplied VDI solution.
8. Bidder will have to arrange its own transport and accommodation for its service personnel/ technicians at Duliajan during Warranty Period.
B. Scope of Work during Warranty Period:
1. The vendor will be fully responsible to deploy the manpower for onsite support service during warranty period as per support personnel clause.
Onsite support services must cover the following:
a) Maintenance administration, and management of the software, and the hardware and software components of the supplied VDI solution and the other supplied hardware components including Tower AC and UPS.
b) Any reinstallation/reconfiguration required at any future point in time.
2. Preventive Maintenance
The vendor must carry out system health check of the supplied solution and the backup software. A periodic report/on-request report must be provided to OIL with the details of the Preventive Maintenance.
3. Periodic Checks
The vendor must carry out periodic software and firmware upgrades of the supplied solution. Any corrective bug fixes or patches for the supplied solution must be applied by the vendor. All such upgrades must be carried out with prior approval from OIL. A periodic report/on-request report must be provided to OIL with the details of the Periodic Checks. The service engineer should have to take regular backup of the projects in LTO drive as per advice of OIL officials.
4. Problem Management
The vendor shall develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its reoccurrence. It shall help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution. A periodic report/on-request report must be provided to OIL with the details of the Problem Management.
5. Availability Management
The vendor shall define the processes/ procedures which ensure the service delivery. A periodic report/on- request report must be provided to OIL with the details of the availability parameters.
6. Performance Management

The recording, monitoring, measuring, analyzing, reporting, and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the solution within the scope of this initiative. System tuning and optimization is an inherent part. A periodic report/on-request report shall be provided to OIL with the details of the performance parameters.

7. Management of hardware and software as and when upgrades are available.

a) Firmware upgrade of all supplied hardware components.

b) Analysis of hardware issues and their resolution.

c) Periodic patch update and upgrade of OS as and when available.

8. Expansion of the setup:

During the warranty period, the setup may be augmented by the addition of new components. The vendor shall be responsible for integration of these components with the supplied solution.

9. The support cals/tickets against the OEM warranty/subscription for Backup software and the supplied hardware will be managed by the resident service engineer. The resident service engineer will also be responsible for the regular follow-ups for all Warranty related issues until the reported incident is resolved and for any post resolution activities. All communication against the incidents/tickets shall be marked to the email ID provided by OIL. Support calls have to be resolved during the warranty period as the responsibility of the resident service engineer.

10. The vendor will be responsible for conducting quarterly/half yearly review meetings with OIL team. The resident service engineer shall coordinate the meeting.

C. Support Personnel during Warranty Period

1. The vendor must provide a resident service engineer during warranty period.

2. The resident service engineer will be onsite at G&R department, Duliajan, Assam from day one of the installation during 1 year warranty period.

   Total duration of onsite availability of resident service engineer (including 1 year warranty + 4 years AMC period) : **5 years**.

   The resident service engineer will be associated with the L2 engineer (OEM) throughout the duration of installation and commissioning.
   The resident service engineers should be available onsite during the OIL office hours and should also be required to be physically available for urgent work after the regular office hours.

3. Qualifications of resident service engineer - The bidder must ensure that the resident service engineer is properly trained prior to his selection for performing the O&M services under this contract. The resident service engineer should be at least a graduate and must have at least three (3) years of experience of working in VMware server virtualisation technology.

CV along with copies of the qualification certificates should be submitted to OIL.
4. If the resident service engineer wants to avail leave, the bidder must provide a suitable replacement respectively. If the service engineer remains unavailable without prior formal intimation to OIL, penalty would be levied as per Penalty Clause.
D. Penalty Terms during Warranty:
1. The defective parts during the 01 (one) year warranty period should be first repaired/replaced and only then the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under warranty and services within the stipulated period will attract penalty as mentioned below. In case bidder fails to repair or replace a defective part(s) under warranty services clause, within 72 hours from the time of reporting the breakdown, a penalty @ 0.5% per week or part thereof will be levied on total order value. If for any reason, the bidder fails to provide services within seven (07) successive days from the date of reporting, the period of warranty shall stand extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty as above.
2. In case the resident engineer remains unavailable without prior formal intimation to OIL, the period of warranty shall be extended by that many numbers of days, at no extra cost to OIL.
Installation and Commissioning
A. General Installation and Commissioning Terms
1. Installation and commissioning (I&C) cost must be quoted separately.
2. Installation and commissioning of the entire solution shall be completed within 60 days from issuance of site clearance report from OIL.
3. The bidder will be responsible for design, installation, configuration and integration of the solution as per OIL's requirements fulfilling all Tender specifications.
4. The bidder shall ensure that Installation and Commissioning of the solution must be carried out by the OEM personnel on-site. The OEM must be involved with the bidder throughout the installation and commissioning activity.
5. All the hardware supplied must have the latest firmware.
6. All interconnecting cables, power cables, auxiliary software and any other accessories/services required for successful I&C must be supplied by the bidder.
7. IT/ Rack cabling and Management - The bidder will be responsible for proper tagging of all components of the solution. All interconnecting cables should be armoured to ensure protection against rodent attacks. Necessary cable ties, cable channels and cable lacing cord, tag marker etc. must be supplied by the bidder.
8. The bidder must provide Installation and commissioning documentation after successful I&C of the solution. The document must detail the steps followed for configuring the solution. Elaborate schematic diagrams and step-by-step procedures shall be provided for Day-to-Day operations. Design document to be also referred for preparation of this document and deviations, if any, must be clearly

documented. This document will be referred to in UAT.
9. **Project Implementation Team:** The vendor must deploy onsite at least one qualified and experienced L2 Engineer (OEM) along with a resident service engineer for installation and commissioning of the solution. Duration of onsite availability of L2 engineer (OEM) : from the beginning of the project until successful conclusion of Installation and Commissioning **Qualifications of L2 engineer (OEM) -** The L2 engineer should be at least a B.Tech/B. E graduate. The L2 engineer should have minimum 2 years of working experience and knowledge of virtualisation and migration technologies such as P2P and P2V and should be familiar with storage solutions. The L2 engineer should be certified by the OEMs. The L2 engineer must have experience of working on installation & commissioning of Rack servers, SAN storage, Tape Library, NAS server, etc. as specified in the Tender. If the service of the engineer is not satisfactory, OIL will have the discretion to ask for suitable replacement and the vendor shall provide the replacement immediately. CV along with copies of the qualification certificates should be submitted to OIL.
10. The Installation and commissioning of the solution shall be deemed complete when all of the following requirements are met: a) Completion of delivery of all the items. b) Completion of all activities given under 'Installation and Commissioning Terms'. c) Completion of installation, configuration and integration by respective OEM Personnel d) Completion of installation of software applications on the designated hardware, in coordination and mutual agreement with the respective software vendors. e) Submission and OIL's approval for all project deliverables as per the tender requirements. f) Successful completion of User Acceptance Test (UAT) and submission of UAT report endorsed by OIL's authorized representative. g) Project Implementation team- details of L2 Engineer and Resident Engineer. Submission of detailed profiles of assigned L2 Engineer and Resident Engineer h) Onsite Support Services (during 1 year warranty & 4 years AMC periods) - details of resident service engineer. i) Submission of OEM Warranty certificates and OEM subscription documents or any other relevant documents from OEM which proves the Warranty and subscription end dates.
11. Security:
The bidder shall be responsible for implementing and maintaining the security of all supplied hardware and installed software. This shall include but not be limited to: (i) applying the latest security patches; (ii) configuring secure administrative access;(iii) enabling and monitoring system and audit logs; (iv) implementing OEM-recommended baseline security settings. The bidder shall also ensure security compliance during the warranty and support period, including timely patch updates, mitigation of identified vulnerabilities, and adherence to applicable organizational security policies.
12. Installation of G&G Software:

The bidder shall be responsible for coordinating with OIL's existing G&G software vendor(s) for installation, configuration, compatibility testing, and successful commissioning of their respective applications on the new server and associated hardware infrastructure. All necessary support, resources, and system-level changes required for smooth integration of these software applications must be provided by the bidder at no additional cost.
Annual Maintenance Contract (AMC) terms and Conditions
1. Four (04) years of comprehensive Annual Maintenance Contract (AMC) for the supplied solution will start immediately after successful completion of warranty period. A separate offline contract will be awarded to the successful vendor.
2. The vendor must submit OEM service certificates for highest level support (equivalent to warranty) available at Duliajan from OEM for the supplied solution starting immediately after successful completion of warranty period and covering the entire AMC period.
3. All services under AMC have to be provided on site. The vendor shall supply and install all upgrades / firmware released for the supplied software /hardware during the AMC period, at no extra cost to OIL.
4. During the AMC period a resident service engineer needs to be deputed onsite. The personnel must be able to maintain the entire setup as per scope of work of AMC. Critical spares must be kept onsite for any break-down / malfunctioning of the systems.
5. Bidder shall confirm that their OEMs should provide support and assurance for all the solutions during the entire 4 years AMC period. This includes also AMC for split AC, UPS and Batteries.
6. The vendor will be fully responsible to deploy the manpower provided during AMC as per support personnel clause of AMC. AMC covers the following: a) Maintenance and administration of all the hardware and software components of the setup. b) Administration and management of the complete infrastructure including compute virtualization, storage virtualization, etc. c) Any reconfiguration required at any future point of time.
7. Preventive Maintenance The bidder must carry out OEM tool-based system health check of the entire setup. This checkup would cover all components of the server including software and hardware, NAS, ToR, SAN and management switches, Tape Library and LTO tape drive, Thin Clients. The tool should also report all the non-conformance to best practices. A periodic report/on-request report should be provided to OIL with the details of the Preventive Maintenance.

8. Periodic Checks

   The bidder should carry out periodic firmware upgrades of all components of the setup including software-defined storage and server virtualization, NAS, ToR and management switches. Any corrective bug fixes or patches in the operating systems must be applied by the bidder. All such upgrades must be carried out with prior approval from OIL. A periodic report/on-request report should be provided to OIL with the details of the Periodic Checks.

9. Problem Management

   The bidder shall develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its reoccurrence. It should help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution. A periodic report/on-request report should be provided to OIL with the details of the Problem Management.
   For any incident, OIL personnel will intimate the problem to the resident service engineer and thereafter, the support tickets will be created by the onsite resident service engineer for immediate resolving the issues. A periodic report/on-request report should be provided to OIL with the details of the work done against the checks.

10. Availability Management

    The Bidder shall define the processes/ procedures which ensure the service delivery. A periodic report/on- request report must be provided to OIL with the details of the availability parameters

11. Performance Management

    The recording, monitoring, measuring, analysing, reporting, and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the solution within the scope of this initiative. System tuning and optimization is an inherent part. A periodic report/on-request report should be provided to OIL with the details of the performance parameters.

12. Management of hardware of the setup

    a) Firmware upgrade of all hardware components

    b) Upgrade of OS patches and bug fixes.

    c) Analysis of hardware issues and their resolution.

13. Management of virtualized platform

    a) Upgrade of virtualization software patches and bug fixes

    b) Upgrade of patches of all the components of software platform including server virtualization and software-defined storage.

14. The support calls/tickets against the OEM warranty/subscription will be managed by the onsite support engineer. The onsite support engineer will also be responsible for the regular follow-ups till the reported incident is resolved and for any post resolution activities. All communication against the incidents/tickets should be marked to the email ID provided by OIL.

    The vendor would be responsible for conducting quarterly/ half yearly review meetings with OIL team. The account support manager should coordinate the meeting.

15. Payment for AMC shall be made on quarterly basis at the end of the period after successful completion of quarterly period.

16. Service Level Agreement (SLA) Timelines
    The selected bidder shall adhere to the following SLA timelines during the AMC period:
    a. Response Time
        i. Critical Issues (e.g., complete system failure or system down): Within 4 (four) hours of reporting.
        ii. Major Issues (e.g., partial system degradation or partial system impact): Within 8 (eight) hours of reporting.
        iii. Minor Issues (e.g., performance issues, warnings): Within 24 (twenty-four) hours of reporting.
    b. Resolution Time
        i. Critical Issues: Within 48 (forty-eight) hours from time of reporting.
        ii. Major Issues: Within 72 (seventy-two) hours from time of reporting.
        iii. Minor Issues: Within 7 (seven) days from time of reporting.
17. Hardware Replacement
    Any defective hardware component (including but not limited to nodes, Disk Drives, RAM, power supply units, etc.) must be replaced and made functional within 7 (seven) calendar days from date of issue diagnosis. Failure to replace within stipulated time shall attract a penalty of INR 2,000 (Rupees Two Thousand Only) per day per component beyond the 7-day period.
18. Penalty for Delay in Resolution
    Delay in issue resolution beyond the above timelines shall attract a penalty as follows:
    i. First instance in a quarter: 2% (two percent) of the total Quarterly AMC invoice value.
    ii. Subsequent instances within same quarter: 5% (five percent) of the total Quarterly AMC invoice value for each instance.
19. System Uptime Commitment
    - The system shall maintain minimum 99.5% uptime on a quarterly basis.
    - In case the uptime in any calendar month falls below the specified threshold, a penalty shall be imposed at the rate of:
    (100 – Actual Uptime %) × 1% of quarterly AMC Value.

B. Support Personnel during AMC period
1. The bidder should provide a resident service engineer during 4 years AMC period.
2. The resident service engineer will be onsite at G&R department, Duliajan, Assam from day one of the installation during 1 year warranty period and 4 years AMC period. Total duration of onsite availability of resident service engineer: 5 years. The resident service engineer should be available onsite during the OIL office hours and should be available on call after the regular office hours for any urgent work.
3. Qualifications of resident service engineer - The bidder must ensure that the resident service engineer is properly trained prior to his selection for performing the O&M services under this contract. The resident service engineer should be at least a graduate and must have at least three (3) years of experience of working in VMware server virtualisation technology. CV along with copies of the qualification certificates should be submitted to OIL.
4. If the resident service engineer is not satisfactory, OIL will have the discretion to ask for suitable replacement and the bidder shall provide the replacement within one week.
5. If the resident service engineer wants to avail leave, the bidder must provide a suitable replacement respectively. If either of the engineers remain unavailable without prior formal intimation to OIL, the period of AMC shall be extendable by that many numbers of days of absence, at no extra cost to OIL.

AB. Special terms and Conditions
A. General Terms
1. The bidder shall quote for all the items as specified in tender. Partial offers will be considered as non-responsive and will be rejected.
2. The bidder must provide unpriced bill of materials and services (with details of make, model and quantity for each of the item) along with the bid. This must include additional software/feature licenses needed to meet the solution requirements.
3. The bidder must provide technical details of their offered solution by filling in the bidder's Response Sheet. The bidder must ensure that information is complete and correct.
4. The bidder must submit relevant product brochure/manual/OEM documentation for all the quoted items. Technical scrutiny to determine compliance of the quoted items against the specification given in the tender will be done based on submitted product brochure / manual / documentation along with the information given by the bidder in bidder's Response Sheet.

5. All the technical requirements of the tender must be met in totality by the quoted items as on bid closing date.
6. Bidder shall confirm that their OEMs will provide support during the entire duration of the warranty (1 year). During this period, an experienced resident service engineer needs to be deputed onsite, who can maintain and monitor the solution.
7. After successful completion of warranty period, there will be comprehensive 4 years Annual Maintenance Contract (AMC) for the supplied solution as per AMC terms. During this period, an experienced resident service engineer needs to be deputed onsite, who can maintain and monitor the solution. OEMs should provide support and assurance during the 4 years AMC period. For such AMC, a separate offline contract outside GeM shall be entered into based on the rates quoted by the successful bidder in GeM portal
8. Bidder must deploy onsite a qualified and experienced professional (L2 Engineer (OEM)) as a single point of contact for the project during the period of installation and commissioning.
9. The proposed solution must have minimum of five years of end of support from the date of original bid closing. Respective OEM documentation to this effect must be submitted along with the bid. OEM's declared end-of-support literature must mention the availability of Hardware spares for next five years.
10. The proposed solution should be scalable in future without any performance degradation.
11. A pre-bid conference for this tender will be held in Duliajan to discuss queries/amendment requests with prospective bidders. The bidder must submit queries/amendment requests to OIL by E-mail at least five days prior to Pre-bid conference. Date and venue of the pre-bid conference shall be notified later.
12. The bidder has to make his own arrangements for transportation and accommodation of its personnel when visiting OIL's office within the scope of the solution. All expenses of vendor's personnel during execution of the job/contract/order/scope of work shall be to the vendor's account.
13. The Bidder must provide a declaration of available highest-level support from respective OEMs as per **PROFORMA-ID** mentioning the highest level of support available for Rack Servers, NAS, SAN storage, Thin Clients, ToR/ Management/ SAN Switch, LTO Tape Drive and Tape Library for the Warranty and AMC periods. Sample Format of PROFORMA-ID has been enclosed in the tender.
14. Bidder must provide the **Manufacture's Authorization Letter (MAF)** and the Undertaking of Authenticity from respective OEMs (**Annexure-I**).

15. The cost against the onsite support service should not include any cost of the warranty/subscription of the hardware and software. It may be noted that the subscription/warranty charges are to be quoted in the respective line items of the hardware and software.
16. Bidder must assign "Account Support Manager" as a single point of contact for Onsite Support Service after successful installation and commissioning.
17. The solution provided must NOT be based on Converged Infrastructure (CI)/ Integrated appliance (Relevant technical brochures to be enclosed.)
18. The bidder shall be responsible for installing the required software applications on the designated hardware, in coordination and mutual agreement with the respective software vendors.
B. Scope of Work
The scope of the work involves the following: I. Supply of hardware, software, necessary licenses and documentations II. Installation, integration, commissioning and user acceptance testing III. Comprehensive OEM warranty of 1 year from the date of commissioning for the entire solution as per warranty terms.
C. Delivery Terms
1. Delivery of items must be completed within **60 days of placing the purchase order**. Installation and commissioning of the entire solution shall be completed within 60 days from issuance of site clearance report from OIL.
2. The bidder must provide soft copy or hard copy of the OEM product documentation and configuration manual at the time of delivery
3. The bidder must provide list of supplied inventory along with OEM serial number/service tag at the time of delivery.
4. All the required software licenses must be provided in soft or hard copy at the time of delivery.
5. All the supplied software licenses must be perpetual in nature without any requirement for renewal.
D. User Acceptance Test (UAT)
1. The bidder shall carry out Acceptance Tests for the supplied hardware and software in the presence of OIL personnel.
2. After completion of UAT, the bidder shall submit detailed UAT report to OIL (**Annexure-II**).
E. Confidentiality Agreement Terms
1. OIL Confidentiality and Non-Disclosure Agreement (NDA) will be applicable.
2. The bidder must submit Non-Disclosure Agreement as per given format duly filled, signed & Sealed by the authorized signatory of the bidder.

F. Payment Terms
1. Payment against the Hardware and software cost of the solution (**Server with virtualized environment with VDI**) including 1 year warranty will be as per the following schedule: 80% - After delivery of material (hardware, software and licenses) 20% - After successful completion of installation and commissioning.
2. Installation and commissioning charges will be paid on submission of invoices after successful commissioning of the solution.
3. Payment for AMC shall be made on quarterly basis at the end of the period after successful completion of quarterly period. Any penalty levied during the AMC period shall be deducted from the payment for that period, as per the AMC penalty clause.
G. Liquidated Damage
Refer to "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement.

	AC - GENERAL TERMS AND CONDITIONS.	
1.	The Bidder shall submit their bid in tabular form as per Annexure – I: Technical Specification & Annexure – III: Bid Evaluation Criteria above.	
2	Bidder to sign and submit completely filled up Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.	
3.	Bidder should categorically confirm in the technical bid to deliver the items as per delivery schedule mentioned in the tender.	
4.	Delivery: Materials must be delivered within delivery date mentioned in the tender. Unloading at Oil India Limited, Duliajan, Assam: All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF ITEMS ONLY. Supplier shall depute adequate crew, who has experience of unloading of items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.	
5.	The bidder should indicate the name of the manufacturer, the country of origin and port of dispatch of the materials.	

6.	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.	
7	Any statutory variation (increase/decrease) in the rate of Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate after the expiry of the scheduled date of delivery shall be to the supplier's account. Any decrease in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate shall be passed on to OIL.	
8	Order of Precedence- In the event of any conflict between the clauses of documents of the tender, following order of precedence shall apply: 1. BEC / BRC. 2. Technical specifications. 3. Special terms and conditions. 4. General terms and conditions. 5. Special conditions of contract (SCC). 6. GeM General terms and conditions (GCC).	
9	As per MoPNG notification no. FP-20013/2/20 l 7-FP-PNG-Part (4) (E- 41432) dated 26.03.2024, Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall not be considered in local content calculation for the tendered item. Bidders to take note of the same while calculating Local content for the tendered item.	
10	Clarification of Bids / Shortfall Documents. During evaluation and comparison of bids, OIL may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by email/registered/speed post, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be evaluated based on the submission. Depending on the outcome, such bids are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.	

11	Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy. Consequent to the implementation of Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy in OIL, effective from 28.08.2024. For purchase orders value INR 20 Crores and above the successful bidder shall be required to submit a duly filled ESG Questionnaire in the prescribed format within fifteen (15) calendar days from the date of issue of purchase order. Failure to submit the completed ESG Questionnaire within the stipulated timeline may be treated as non-compliance with contractual obligations and dealt with accordingly. The ESG Questionnaire, along with an Explanatory Note for guidance, is provided as Proforma - R of the tender document.	

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BB: **PRE-BID CONFERENCE:** Applicable

DETAILS OF PRE-BID CONFERENCE

a) Pre-Bid Conference is scheduled to be held at DULIAJAN, ASSAM, INDIA tentatively on 23.04.2026 & 24.04.2026 to explain the requirements of OIL in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Evaluation Criteria and other terms & conditions of the Tender.

Pre-bid conference shall be conducted at DULIAJAN, ASSAM, INDIA. Bidders interested to attend the pre-bid conference as above must send their confirmation to: Mrs. Panchali Thakuria, Deputy General Manager Materials (FP-06), Oil India Limited, P.O. Duliajan–786602, ASSAM, E-mail: panchali@oilindia.in at least 2 (Two) days prior to the date of pre-bid conference.

Those bidders who send their confirmation for participation at least 2 (Two) days prior to date of pre-bid conference shall be allowed to attend the pre-bid conference.

b) The prospective bidders shall submit their queries against tender conditions, through e-mail at least 2 (Two) days prior to the date of pre-bid conference. OIL expects that the Bidders should comply to the tender conditions in Toto. However, clarifications/exceptions /deviations, if required any, should be brought out by the bidders prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company shall communicate the changes/modifications in this regard, if agreed any, through an addendum to tender document in e-portal and thereafter Company shall be at liberty to reject all such noncompliant Bids.

c) Maximum Three (3) representatives from each prospective bidder (authorized to participate in the tender), shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by Bidders representatives shall be borne by the interested Bidders.

d) Details:

Pre Bid Queries/ Clarifications on the Tender	To submit through e-mail addressed to panchali@oilindia.in.
Date of Pre-bid Conference	23rd and 24th April, 2026
Venue	DULIAJAN, ASSAM, INDIA
Last date for receipt of Pre-bid participation confirmation	21st April, 2026
Time of Pre-bid Conference	8:00 hrs (IST)

ANNEXURE - III

BID EVALUATION CRITERIA (BEC)

The bids shall broadly conform to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the technical specifications and to the respective international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms and conditions, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

A.1 BEC (TECHNICAL)

1.0 BIDDER'S QUALIFICATION:

1.1 The bidder shall be an Original Equipment Manufacturer (OEM) and shall be in business for at least **5 nos. of years** preceding the original BC date of this tender.

NOTE: a. Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid.
b. The date of PO submitted should be within 2 years preceding the original BCD of the tender.

or

1.2 The bidder shall be a Sole Selling Agent/ Dealer/ Distributor/Supply House of OEMs of the mentioned order and the proposed Sole Selling Agent/ Dealer/ Distributor/Supply House shall be in business for at least **5 nos. of years** preceding the original BC date of this tender.

Note: a. A valid Authorization letter with back up warranty from OEM confirming the bidder's status as their authorized Sole Selling Agent/Dealer/Distributor/Supply House (as the case may be, should be submitted with the bid). The authorization letter must be duly sealed and signed by the OEM on their official letter head.

b. The authorization certificate/letter shall be valid for the entire period of execution of the order. The authorization certificate/ letter shall be provided for the item nos. 1 to 12 mentioned in the BOM of the order.

The bidder shall categorically confirm in their technical bid that there will be no change of the proposed OEM after submission of the bid.

2.0 BIDDER'S EXPERIENCE:

2.1 In case the Bidder is an **OEM** –

2.1.1. The bidder shall have the experience of successfully executed SIMILAR Order for supply, Installation and commissioning of one (1) no. of tendered item, in the last **five (05) years** reckon from the original BC date of this tender to any E&P company or service provider to an E&P company.

Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid.

or

2.2 In case the bidder is a sole Selling Agent/Dealer/Distributor/Supply House of Original Equipment Manufacturers (OEMs) –

2.2.1 The bidder shall have the experience of successfully executed SIMILAR Order for supply, Installation and commissioning of one (1) no. of tendered item, in the last **five (05) years** reckon from the original BC date of this tender to any E&P company or service provider to an E&P company as a Sole Selling Agent/Dealer/Distributor/Supply House of OEM.

Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid.

2.2.2 The bidder must meet the experience criteria set out in para **2.1.1 or 2.2.1 above** and documentary evidence in this regard must be submitted along with the technical bid as per para 2.3.

2.3 **Documentary Evidence** -

Self-attested photocopies of the following documents must be submitted along with the bid:

(a) Purchase Order/ Contract Document/ Work Order showing details of works.

AND

(b) Satisfactory Supply/ Completion/ Installation Certificate issued by PSUs/Govt. Organization / Public Limited Company for the Purchase Order / Contract mentioned in Note on client's official letterhead with signature & stamp above showing:

- Purchase Order Number or Contract number or Contract period
- Gross value of job done, etc.

iii. SIMILAR Order executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BRC.

Notes to Clause above:

"SIMILAR Order" mentioned above means - Experience in successful supply along with Installation & Commissioning and implementation of an order of Virtualized Infrastructure Project *(A Virtualized Infrastructure Project is a structured project that transforms physical computing resources such as servers, storage and networks into virtual, software-defined resources, enabling multiple systems to run efficiently on shared hardware*) including Server Virtualization, Storage Virtualization, Network Virtualization, and Overall deployment of the platform.

A.2 BEC FINANCIAL

1.0 The bidder must have annual financial turnover from Operations of minimum **INR 4.97 Crore** in any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.

[Annual Financial Turnover of the bidder from Operations shall mean - "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).]

2.0 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original bid closing date of the tender.

[Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium - Aggregate value of accumulated losses (excluding revaluation reserves) - deferred expenditure - Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"]

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

Note:

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

(i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in (PROFORMA – B).

OR

(ii) Financial Statements (Audited Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US$, the bidder shall have to convert the figures in equivalent INR or US$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US$.

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

(i) Turnover of the parent/ultimate parent/holding company (supporting company) should be in line with Para **A.2 (1.0)** above.

(ii) Net Worth of the parent/ultimate parent/holding company (supporting company) should be positive in line with Para **A.2 (2.0)** above

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

(iv) A certificate from the Statutory Auditor of the bidding company to establish the relationship and equity percentage holding between bidding company and the supporting company. The certificate should be duly concurred/endorsed by the Company Secretary or one of the Directors of the company concerned.

The above certificate should not be more than 30 days old as on the original bid closing date.

A.3 BEC - COMMERCIAL:

1.0 Bids are invited under SINGLE STAGE TWO BID SYSTEM. Bidders should upload Techno-Commercial Bid (Unpriced Bid) and Priced Bid separately at the designated fields assigned in GeM Portal. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. Bidder not complying with above submission procedure will be rejected.

2.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discounts.

3.0 Bids received in physical form shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.

4.0 Bids containing incorrect/ false/misleading statement(s) shall be rejected.

5.0 Validity of the bid shall be minimum 120 days from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.

6.0 Successful bidder will be required to furnish Performance Security as below:

1st Performance Security @ 5 % of Purchase order value during warranty period to be submitted after receipt of PO. The 1st Performance Security must be valid for 3(three) months beyond the Warranty period indicated in the Purchase Order/contract agreement.

Bidders should also undertake that in the event of AMC contract of 4 years, 2nd Performance Security @ 5% of AMC cost of 4 years to be submitted prior to expiry of 1st PBG. The 2nd Performance Security must be valid for 3(three) months beyond the AMC period indicated in the Purchase Order/contract agreement. The 1st PBG shall be released after receipt of 2nd PBG only.

The Performance Security must be valid for a period as called for in the tender document. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS). Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy.

7.0 Bids must be accompanied by Bid Security for the amount as mentioned in the tender document and shall be in the prescribed format (PROFORMA – G) if submitted in the form of Bank Guarantee (BG). Bid Security may also be paid through online payment mode. Bid Security must be submitted within the scheduled Bid Closing date and time of the Tender. The amount of Bid Security (EMD) must be strictly as specified in the tender document.

Bid Security if submitted in the form of BG/e-PBG must be valid at least for a period of 6 months from the date of original bid closing date of the tender. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

8.0 Bid must be uploaded together with the Integrity Pact (If applicable against the tender) and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact, their bid shall be rejected straightway. (Please refer Annexure – III: GENERAL NOTES TO BIDDERS)

9.0 Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

i) Liquidated Damages

ii) Warranty/Guarantee of material

iii) Arbitration / Resolution of Dispute

iv) Force Majeure

v) Applicable Laws.

10.0 A bid shall be rejected straightway if it does not conform to any one of the following clauses:

a) Validity of bid shorter than the validity indicated in the Tender.

b) In case the party refuses to sign Integrity Pact.

c) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

d) Bid Security with (i) validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.

11.0 The items of the tender are non splitable hence evaluation shall be done total valuewise.

12.0 The bidder shall submit an undertaking/declaration as per Proforma N1 confirming that they have read and understood OIL's Banning Policy and that, neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

13.0 **Document Verification by independent third party inspection agencies:**

Oil India Limited (OIL) has engaged 17 (Seventeen) Independent Inspection Agencies to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender (Details already provided in Annexure -V of Tender, Clause 31.0)

13.1 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) of the tender, verified and certified by any one of the empaneled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

13.2 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening to be sent to address**: Office of CGM-MATERIALS, Materials Department, Oil India Limited, Duliajan -786602, Assam, India and copy of the verified documents to email id : panchali@oilindia.in**. No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

13.3 An Undertaking from Independent Inspection Agencies for Document Verification as per (Proforma – S) should be submitted alongwith the Technical bid.

14.0 <u>Purchase Preference Clause:</u>

Purchase Preference to Micro and Small Enterprises (MSE) falling within the price band of L1+15% and Purchase Preference Policy Linked with Local Content (PP-LC) falling within the price band of L1+20% shall be applicable to this tender.

14.1 Purchase Preference to MSE Bidders:

Purchase Preference to Micro and Small Enterprises is applicable to this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered for that item under the NIC group code under Udyam Registration or UAM. <u>Purchase Preference is meant for procurement of only goods produced and services rendered by MSEs. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Purchase Preference.</u>

(i) In case participating MSE Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE.

(ii) In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

<u>Documentation required to be submitted by MSEs</u>: Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191** dated **26.06.2020** and Amendment vide Gazette Notification no. CG-**DL-E-16062021-227649 dated 16.06.2021** and **No. CG-DL-E-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

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

14.2 <u>Purchase Preference Policy (PPP-MII):</u>

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017-Revision P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.2024 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.04.2022 and FP-

20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.

14.3 <u>Concurrent Application of Purchase Preference Policies:</u>

If the quantities under this tender are splitable than Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto shall be applicable. Bidders are advised to refer to the said Order for further detail. In case of concurrence application of Purchase Preference Policies, the preference order shall be as mentioned below:

Preference Order	**Category of Bidder**
1st Preference	MSE Class-I Local Supplier
2nd Preference	MSE but Non- Class-I Local Supplier
3rd Preference	Non-MSE but Class-I Local Supplier
4th Preference	Non-MSE Non- Class-I Local Supplier

<u>Note:</u> Further if multiple bidders are falling under a 'category of bidder', the purchase preference for price matching shall be given to MSEs falling within the price band of L1+15%. Purchase preference shall be given in the following order of preference:

1. SC/ST Women-owned MSEs
2. SC/ST owned MSEs
3. Women-owned MSEs
4. Other MSEs

All other guidelines issued in respect of benefits to MSEs shall prevail. Bidder claiming above relaxation/ exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid on the bid closing date.

15.0 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.

16.0 <u>Submission of Forged Documents:</u>

Bidders should note that Company (OIL) may verify authenticity of all the documents /certificates / information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents.

17.0 Land Border Sharing:

Bidders should submit an Undertaking that, their bid is compliant to Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

18.0 Compliance of The Competition Act, 2002: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation of the provisions of the Act shall attract penal action under the Act.

Proforma – S

PROFORMA FOR UNDERTAKING FROM THIRD PARTY DOCUMENT VERIFICATION INSPECTION AGENCY
(To be submitted on official letter head)

TO,

CGM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Sir,

SUB : OIL's tender No. ....

M/s_____________________having registered office at ___________________intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulated that the bidder shall submit documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), duly verified and certified by designated independent Third Party Document Verification Inspection Agency.

In this regard , we hereby certify that copies of documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), submitted to us by the bidder. M/s _____________________have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having_________nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature:_____________

Name:_______________________________

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ANNEXURE-IV

TECHNICAL & COMMERCIAL CHECKLIST

A. COMMERCIAL CHECKLIST:

Sl. No.	Requirement	Bidder's Response
1	Whether quoted as manufacturer?	
2	Whether quoted as OEM Dealer/Supply House?	
3	If quoted as OEM Dealer/Supply House -	
	a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer/supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
4	Whether agreed to the tender warranty clause of the tender?	
5	Whether submitted EMD/Bid Security / Bid Security Declaration as per tender requirement?	
5.1	EMD/Bid Security (Amount & Validity)	
6	EMD/Bid Security exemption certificate with Validity	
7	Whether quoted a firm delivery period as per the tender requirement?	
8	Whether confirmed to submit PBG as asked for in tender?	
9	Whether confirmed Bid Validity as per the tender requirement?	
10	Whether confirmed Payment Terms as per the tender?	
11	Whether quoted as MSE unit? If yes, whether necessary document submitted?	
12	Whether submitted Integrity Pact duly signed and sealed as per **PROFORMA – D?** *(If applicable as per the tender)*	
13	Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020(order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the office memorandum and submit their offers accordingly, wherever applicable. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide, **PROFORMA – E(I), E(II) & E(III)** along with the technical bid. Whether uploaded along with the bid?	
14	Whether indicated the country of origin for the items quoted? Please mention the "Country of origin" under Remarks here.	
15	Whether submitted format of undertaking by bidders towards submission of authentic information/ documents as per **PROFORMA - H**	
16	Whether indicated 'Local Content' required as per PPP-MII Policy?	
	Local content amount and percentage. Details of locations at which the local value addition is made.	
17	Whether indicated the import content in Price Bid?	
18	Whether all documents have been submitted as required for fulfilling Experience criteria clause of BRC-Technical.	

19	Name and details of the company to whom the bidder has successfully executed orders / contracts as per Experience criteria clause of BRC-Technical.	
20	Whether submitted the profile and other documents of the company for verification (viz. Annual reports, Memorandum of Association, Article of Association etc.)	
21	Name of Manufacturer	
22	Place of Despatch	
23	Name, Address, Phone No & E-mail id of Bidder	
24	Bank details of Bidder	
25	Whether submitted Proforma – J - Format for Exception / Deviation	
26	Whether submitted Proforma – K - Format for Undertaking For Local Content	
27	Whether submitted Proforma – L - Format for Power of Attorney / Authorization letter (Regarding authority for submission of bid)	
28	Whether submitted Proforma – M - Format for Bidders financial standing	
29	Whether submitted Proforma – N1 Format for declaration that bidder is not under holiday list/delisted/blacklisted/debarred Proforma N2 - Format for declaration of NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation	
30	Whether submitted Proforma – R Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Policy	
31	Whether submitted declaration for Document Verification by independent third party inspection agencies (PROFORMA – S)	

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ANNEXURE – V- General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) for procurement of Goods

GENERAL CONDITIONS OF CONTRACT (GCC) FOR PROCUREMENT OF GOODS

1.0 The bid is governed by GeM General terms & conditions (GeM GTC) prevalent on the bid closing date of tender.

SPECIAL CONDITIONS OF CONTRACT (SCC) FOR PROCUREMENT OF GOODS

The SPECIAL CONDITIONS OF CONTRACT (SCC) shall supersede the GeM General terms & conditions (GeM GTC).

1.0 Bidders shall submit their offer mentioning pointwise compliance/noncompliance to all the terms & conditions, BEC, Specifications etc. Any deviation(s) from the tender terms & conditions, BEC, Specifications etc. should be clearly highlighted specifying justification in support of deviation.

2.0 To ascertain the substantial responsiveness of the bid, OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by OIL, failing which the offer will be summarily rejected. However, bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.

3.0 The Bidder to submit following Technical Evaluation Sheet along with technical bid -

Annexure – VI: Bid Evaluation Matrix (Technical Specification)
Annexure – VII: Bid Evaluation Matrix (Bid Rejection Criteria)

4.0 INTEGRITY PACT

OIL shall be entering into an Integrity Pact, **if applicable** with the bidders as per format enclosed vide **PROFORMA - D** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitors at present are as under:

Shri Ajit Mohan Sharan, IAS (Retd.)
Former Secretary, Ministry of Ayush, Govt. of India
E-mail: ams057@gmail.com

Dr. Ved Prakash, ITS (Retd.)
Flat No. 902, Plot No. GH-26,
Rainbow Apartments, Sector-43,
Gurgaon-122009
Mob No.9810546996
E-mail: ved60prakash@gmail.com

4.1 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

4.2 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.

5.0 MICRO AND SMALL ENTERPRISES (MSE)

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 dated 16th June, 2021 , CG-DL·E-21032025-261838 elated 21.03.2025 issued by Ministry of Micro, Small and Medium Enterprises.

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

Udyam Registration Number with Udyam Registration Certificate.

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

5.1 For availing benefits of Purchase Preference under Public Procurement Policy, the interested MSE Bidders must ensure that they are the manufacturer of tendered item(s) and registered with the appropriate authority for the said item(s). The technical offer of such MSE Bidders must include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Purchase Preference of 15% (fifteen percent) shall be extended to the eligible MSE Bidder (i.e. Manufacturer of tendered goods for procurement) over non-MSE L1 Bidder and PO shall be awarded for full tender quantity on such MSE bidder, subject to matching their quoted rates/costs with non-MSE L1 Bidder.

6.0 PREFERENCE TO MAKE IN INDIA (MII)

Department for Promotion of Industry and Internal Trade (DPIIT), has issued the revised 'Public Procurement (Preference to Make in India), Order 2017" vide Order no. No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. Bidders are requested to go through the policy and its subsequent amendments, if any, and take note of the same while submitting their offer.

7.0 DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI & SP):

Steel Policy notified vide Notification No. CG-DL-E-01042025-262208 dated 01.04.2025 and as amended from time to time by Ministry of Steel, Government of India is applicable against this tender. The detailed policy may be referred in Ministry's website. Also, refer **ANNEXURE – VIII** to this tender in this regard.

8.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY SHARING LAND BORDER WITH INDIA:

Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 and amended vide O.M. No. F.7/10/2021-PPD (1) dated 23.02.2023 (order public procurement no. 4) from Procurement Policy Division, Department of Expenditure, Ministry of Finance forwarded by Department of Public Enterprises vide O.M. No. F. No. DPE/7 (4)/2017-Fin dated 24.02.2023 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

(1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority to be eligible to bid in this tender.

(2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(3) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

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

(4) The beneficial owner for the purpose of para (3) above will be as under:

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

Explanation:

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

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

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

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

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

(6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(7) **Validity of Registration**: The registration should be valid at the time of submission of bid and at the time of acceptance of bid. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

(8) **Undertaking regarding compliance**: The bidders are required to provide undertakings as per **PROFORMA – E(I), PROFORMA – E(II) & PROFORMA – E(III)** along with their bid towards compliance of the above guidelines for participation in this tender. If the undertakings given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

9.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

9.1. ARBITRATION (APPLICABLE FOR SUPPLIER/CONTRACTOR OTHER THAN PSU/GOVT. DEPARTMENTS AND MSMEs):

9.1.1. Except as otherwise provided elsewhere in the purchase order, if any dispute, difference, question or disagreement arises between the parties or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the consequent purchase order/contract or breach thereof which parties are unable to settle mutually or through mutually appointed Outside Expert Committee (OEC), the same shall be referred to Arbitration as provided hereunder:

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

9.1.3. The number of arbitrators and the appointing authority shall be as under:

Claim Amount (excluding claim for interest and counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Upto Rs.5.00 Crore	Not Applicable	Not Applicable
Above Rs.5.00 Crore and Upto Rs. 25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	Three Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the Presiding Arbitrator, by the two Arbitrators.

9.1.4. 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.

9.1.5. 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 precede de novo.

9.1.6. 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.

9.1.7. 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.

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

9.1.9. 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.

9.1.10. The Arbitration shall be held at the place from where the contract /purchase order has been awarded. However, parties to the contract / purchase order can agree for Venue of Arbitration, different from the place of arbitration within India for the convenience of all concerned.

9.1.11. The fees to arbitrator(s) shall be governed by the Fourth Schedule of the Arbitration and Conciliation Act, 1996. The fees to the arbitrator(s) and secretarial expenses shall be paid in following manner:

(i) 20% of the fees on submission of Statement of Claim and Counter Claim by the Claimant and Respondent respectively
(ii) 20% of the fees on completion of pleadings
(iii) 20% of the fees on commencement of the hearing
(iv) 40% of the Fees on conclusion of hearing and before passing of final award.

However, subject to agreement by the Parties, the arbitrator(s) may determine a lump sum amount to be paid towards arbitrator's fees and secretarial expenses by the parties on commencement of the proceedings, which is to be adjusted against first instalment of payment, as prescribed in sl.(ii) above.

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

9.1.13. 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.

9.1.14. It is agreed and undertaken by the Parties that irrespective of country of origin of the SELLER, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

9.2. ARBITRATION (APPLICABLE IN CASE OF PURCHASE ORDER AWARDED ON CPSE AND GOVT. DEPARTMENTS/ORGANIZATIONS):

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

The Committee of Secretaries at the First level (tier) shall finalise its decision within 3(three) months after having received the reference/notice in writing regarding the dispute from the concerned aggrieved party.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause.

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

10.0 RESOLUTION OF DISPUTES THROUGH CONCILIATION BY OUTSIDE EXPERT COMMITTEE (OEC):

(Not applicable in cases valuing less than Rs 25 lakhs)

10.1. 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 purchase order/contract or breach thereof which parties are unable to settle mutually, subject to consent of the Seller, the Purchaser at its discretion may first refer to conciliation through Outside Expert Committee (OEC) to be constituted by CMD, OIL as provided hereunder.

10.2. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

10.3. CMD, OIL shall nominate three outside Experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

10.4. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

10.5. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.

10.6. The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

10.7. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same or may accept part of the recommendation. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

10.8. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

10.9. OIL will share all other guidelines regarding reconciliation through OEC with the supplier when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

10.10. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract / purchase order.

It is expected to conclude a case by OEC within 8-10 weeks. The place of conciliation shall be Guwahati for all purchase orders issued from the Field HQ, Duliajan and Pipeline HQ, Guwahati, whereas, New Delhi shall be the Place of Conciliation for all other Purchase Orders issued by other spheres of OIL.

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

11.0 <u>EXCLUSIONS</u>

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

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the Bidder / Seller and/or with any other person involved or connected or dealing with bid / contract / bidder / Supplier.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder / Supplier.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

12.0 <u>TAX COLLECTIBLE AT SOURCE (TCS):</u>

Tax Collectible at Source (TCS) applicable under the Income-tax Law and charged by the SUPPLIER shall also be payable by OIL along with consideration for procurement of goods/materials/ equipment. If TCS is collected by the SUPPLIER, a TCS certificate in prescribed Form shall be issued by the SUPPLIER to OIL within the statutory time limit.

Payment towards applicable TCS u/s 206C (IH) of Income Tax Act, 1961 will be made to the supplier provided they are claiming it in their invoice and on submission of following undertaking along with the invoice stating that:

a. TCS is applicable on supply of goods invoiced to OIL as turnover of the supplier in previous year was more than Rs. 10 Cr. And

b. Total supply of goods to OIL in FY …….. (As applicable) exceeds Rs. 50 Lakh and

c. TCS as charged in the invoice has already been deposited (duly indicating the details such as challan No. and date) or would be deposited with Exchequer on or before the due date and

d. TCS certificate as provided in the Income Tax Act will be issued to OIL in time.

However, Performance Security deposit will be released only after the TCS certificate for the amount of tax collected is provided to OIL. Supplier will extend the performance bank guarantee (PBG), wherever required, till the receipt of TCS certificate or else the same will be forfeited to the extent of amount of TCS, if all other conditions of Purchase order are fulfilled.

The above payment condition is applicable only for release of TCS amount charged by supplier u/s 206C (I H) of Income tax Act, 1961.

13.0 GST:

Bidders are requested to quote the actual rate of applicable GST.

The items covered in this Tender shall be used by Oil India Limited in the Petroleum Exploration License (PEL) and Mining Lease (ML) areas and hence **GST @18%** will be applicable as per Govt. Policy in vogue.

14.0 APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:

OIL's Banning Policy, 2023 will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes.

The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/ Award of Work.

14.1 The bidder shall fill up and submit proforma of declaration of Blacklisting / Holiday Listing/ NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION (as per Proforma – N) along with the technical bid).

15.0 PERFORMANCE SECURITY

Successful bidder will be required to furnish a Performance Bank Guarantee @5% of the order value with validity as mentioned in the tender document. The Performance Security shall be in the form of, Insurance Surety Bonds, account payee Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/ Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (FDR) (account OIL INDIA LIMITED) or Bank Guarantee (including e-Bank Guarantee) or irrevocable Letter of Credit (LC). The Performance Security must be submitted exactly as per **PROFORMA – F**. Bidder must confirm the same in their Technical Bid.

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.
(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Order Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address.: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam - 786602. The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM - 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890
Company name	Oil India Limited

The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

15.1 Performance Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

15.2 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

15.3 Bank Guarantee with condition other than those mentioned in OIL's prescribed format shall not be accepted.

15.4 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

15.5 The Performance Security shall be payable to Purchaser as compensation for any breach or loss resulting from Supplier's failure to fulfil its obligations under the Purchase Order/Contract. In the event of such default on the part of Seller, the Performance Security shall be encashed unconditionally, and the proceeds thereof shall be forfeited without any further reference to the Seller. In such an eventuality, the Seller shall be liable to face penal actions including debarment as per OIL's Banning Policy, 2023.

15.6 The Performance Security shall be discharged by Purchaser not later than 30 days following its expiry after completion of obligations under the order/contract. In the event of any extension to the contractual validity or delay in supply/ execution or extension of Warranty Period of the Purchase Order/Contract, validity of the Performance Security shall be extended by the Seller/Contractor by the equivalent period.

15.7 The Performance Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Performance Security.

15.8 Failure of the successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of the award and forfeiture of their Bid Security or Performance Security. The defaulting party shall also be debarred from business as per OIL's Banning Policy, 2023.

15.9 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the Purchase Order placed on the bidder shall be treated as cancelled forthwith and the bidder shall be banned from participating in future tenders in accordance with the provisions of Company's Banning Policy, 2023. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as the Company may think appropriate.

15.10 In case Annual Maintenance Contract (AMC) is required and OIL intends to enter into a separate contract with the successful bidder for AMC, the Successful bidder must undertake to submit separate Performance Security against the AMC at the applicable rate & validity to be stipulated in the contract. (5% of annualized contract value valid for three months beyond entire execution period).

15.11 INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer 's
E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom /where the Surety Bond can be got confirmed by the Company.

16.0 BID SECURITY:

If Bid Security /Earnest Money Deposit (EMD) is applicable. Bids must be accompanied by Bid Security for the amount as mentioned in the tender *or an equivalent amount in freely convertible currency and shall be in the form of Insurance Surety Bonds/DD/FDR (account OIL INDIA LIMITED)/NEFT/RTGS/Electronic fund transfer to designated account of OIL/online payment through OIL's e-portal/Bank Guarantee (BG) (including e-Bank Guarantee) in OIL's prescribed format* **(PROFORMA – GA)** *or as an irrevocable Letter of Credit (L/C) from any of the following Banks (Refer GeM GTC for details).*

In case of the Bid Security is submitted in the form of Bank Guarantee, scanned copy of Bank Guarantee shall be uploaded by the bidder in the online bid and **Original Bank Guarantee will have to be submitted directly to OIL on or before the Bid closing date and time, failing which the bid may be treated as incomplete and may lead to rejection of the bid by OIL without making any reference to the bidder**.

The Original Bid Security shall be submitted manually in sealed envelope **superscribed** with tender no., tendered item detail and due date to: **GM-MATERIALS, MATERIALS DEPARTMENT, KIND ATTENTION – TUHIN ROY, Dy GENERAL MANAGER, OIL INDIA LIMITED, DULIAJAN- 786602, ASSAM.**

In case of Online payment of Bid Security, bidder shall provide the Online transaction details in their online bid as proof of submission of Bid Security to OIL. The online payment of Bid Security amount should be received in OIL's bank account on or before the Bid closing date and time failing which the offer will be rejected outright without any further reference.

OIL's Bank account Details for Online submission of Bid Security	
Name	Oil India Limited
Bank	State Bank of India
Branch	Duliajan
Account Number	10494832599
Account Type	Current
IFSC Code	SBIN0002053

16.1 Bid Security shall be issued from any scheduled Indian Bank or any branch of an International Bank situated in India and registered with the Reserve Bank of India as scheduled foreign Bank in case of domestic suppliers.

16.2 Bank Guarantee issued by a scheduled Bank in India at the request of some other non-scheduled Bank in India shall not be accepted.

16.3 Bank Guarantees issued by a Bank in India should be on non-judicial Stamp Paper/Franking receipt of requisite value, as per Indian Stamp Act, purchased in the name of the Banker or the Seller.

16.4 Bank Guarantee with condition other than those mentioned in OIL's prescribed format/GeM Bank Guarantee format shall not be accepted.

16.5 The Bank Guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone Nos., Fax Nos., E-mail address, Code Nos. of the authorized signatory with full name and designation and Branch Code.

16.6 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

16.7 The Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

16.8 In case, the Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected and the bidder shall be banned from participating in future tenders in accordance with the provisions of OIL's Banning Policy. Further, the Bid Security submitted by such bidder shall be invoked without any further reference, besides other penal action, as OIL may think appropriate.

16.9 In case of Bank Guarantee, the Bank Guarantee issuing bank branch must ensure the following:

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

(i) MT 760/MT 760 COV for issuance of bank guarantee.
(ii) MT 760/MT 767 COV for amendment of bank guarantee.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to ICICI Bank, Duliajan Branch, IFSC Code- ICIC0000213, Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

Bank Details of Beneficiary	
Bank Name	ICICI BANK LTD.
Branch Name	DULIAJAN
Branch Address	KUNJA BHAVAN, DAILY BAZAAR, DULIAJAN, DIBRUGARH, ASSAM – 786602
IFSC Code	ICIC0000213
Unique identifier code (Field 7037)	OIL503988890

Company name	Oil India Limited

The bidder shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.

16.10 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will, however, extend validity of the Bid Security till such time the Performance Security is furnished.

16.11 For timely return of Bid Security, bidders shall submit following details alongwith their technical bid.

- For Bank Guarantee((BG): Name, Email id, Phone number and Address where the Bid Security is to be returned by Courier.
- Online payment: Name, Email id, Phone number and Bank details (Bank Name, Branch Name, Branch Address, IFSC Code, Unique identifier code, Company name) where the Bid Security amount shall be returned by Online transfer.

In case of non-submission of above details, return of Bid Security may be delayed.

16.12 If Bid Security /Earnest Money Deposit (EMD) is not applicable. Instead of EMD /Bid Security, all the bidders shall be required to sign a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of 2 (two) years. This suspension of two years shall be automatic without conducting any enquiry. Bidders shall submit "Bid Securing Declaration" as per enclosed PROFORMA - GB along with their Technical bids.

16.13 INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication

relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer 's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom /where the Surety Bond can be got confirmed by the Company.

16.14 <u>Submission of Bid Security and Performance Security in the form of Electronic Bank Guarantee (e-BG)</u>

Oil India Ltd. has now adopted Electronic Bank Guarantee (e-BG) for Bid Security and Performance Security in addition to the existing provisions. Electronic Bank Guarantee (e-BG) is a digitally signed BG issued by banks which is transmitted directly from banks to beneficiaries in electronic form through a platform provided by National E-Governance Services Limited (NeSL).

Submission of Bid Security/Performance Security, as applicable, in the form of Electronic bank Guarantee (e-BG) is also acceptable:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis bank	19	Indian Overseas Bank
3	Bank of Baroda	20	Induslnd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bank	28	State Bank of India
12	Federal bank	29	South Indian Bank
13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

Beneficiary details for issue of e-BG are:

Sl. No.	Particulars	Details
1	Name	Oil India Limited
2	PAN	AAACO2352C
3	Date of Incorporation	18-02-1959
4	Email ID	tuhin_roy@oilindia.in
5	Mobile No.	9954487595
6	Local Address	Materials Department, Oil India Limited, Duliajan, Assam-786602
7	Registered Address	Duliajan, Dibrugarh, Assam-786602

17 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSEs) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM.

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TReDS platform with M/s RXIL , M/s A TREDS Ltd. (Invoice Mart), M/s Mynd Solutions Private Limited, M/s C2FO Factoring Solutions Private Limited, M/s. KredX Platform Private Limited. The list of approved/authorized entities is as under:

Sl. No	Name of the Approved/ Authorised Entity	TReDS Payment System Approved/ Authorised
1	M/s Receivables Exchange of India Limited (RXIL)	RXIL
2	M/s A TREDS Ltd	INVOICE MART
3	M/s Mynd Solutions Private Limited,	Mlxchange
4	M/s C2FO Factoring Solutions Private Limited,	C2treds
5	M/s. KredX Platform Private Limited	DTX

MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

i) MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

ii) MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

iii) OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

(i) Buyer means OIL who has placed Purchase Order/ Contract on a MSE Vendor (Seller).
(ii) Seller means a MSE vendor, who has been awarded Purchase Order/ Contract by OIL (Buyer).

18 **UNLOADING FOR BULKY/HEAVY ITEMS:**

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF BULKY/HEAVY ITEMS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of such items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.

18.14 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

19 **UNLOADING OF TUBULARS:**

All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. **HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF TUBULARS ONLY**. Supplier shall depute adequate crew, who has experience of unloading of tubulars, at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. **THE ONLY RESPONSIBILITY OF THE CREW TO BE DEPUTED BY THE SUPPLIER IS TO FASTEN/FIX CRANE'S HOOK SLING TO BUNDLES ON THE LOADED VEHICLE**. Once the hook sling is securely fastened complying to the safety instructions, OIL's Crane shall lift and unload tubulars from the vehicle. Following points are to be noted and complied in this connection:

(a) Supplier to ensure that height of the loaded tubular is below the cabin height of the vehicle for safe off-loading.
(b) Supplier to ensure that tubular bundles are securely fastened by very strong material to withstand the rigors of road transportation and capable of lifting by Crane. In the case tubular bundles are found loosened and/or tubulars found completely resting on the side support/bales of vehicle in way that it may free fall upon unshackling, OIL will not unload such vehicle due to safety reasons.

The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling tubulars.

19.14 OIL reserves the right to divert any truck / trailer originally booked for a particular destination to nearby areas within a distance of 50 km from Duliajan.

20 UNLOADING OF CONSIGNMENT RECEIVED THROUGH RAIL:
Unloading of consignment from Railway Wagons at Destination **(Duliajan)** shall be completely in OIL's scope.

21 QUANTITY TOLERANCE FOR TUBULARS:
Bidders should note that, in the event of order, quantity tolerance of +0%/-2% of order quantity will be applicable.

22 SET-OFF:
Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under any purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited).

23 FURNISHING FRAUDULENT INFORMATION/ DOCUMENT:
If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/ Performance Security shall be forfeited and necessary action as per OIL's Banning Policy, 2023 shall be taken, besides the legal action. In this regard, bidders are requested to submit an Undertaking as per **PROFORMA - H** along with their offer failing which their offer shall be liable for rejection.

24 GENERAL CONDITIONS OF CONTRACT FOR SERVICES (ANNEXURE - IX)

General Conditions of Contract FOR SERVICES (GCC - SERVICES) shall be applicable for all services to be rendered including AMC (as and when entered into).

25 MODIFICATION/AMENDMENT OF TENDER DOCUMENT: 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 tender Documents through issuance of Corrigendum(s)/Addendum(s). Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. No separate intimation for Corrigendum(s)/Addendum(s) published by OIL shall be sent to the Bidders.

26 THIRD PARTY INSPECTION (TPI) (if to be arranged by OIL).

a) OIL shall arrange for inspection (TPI) of the materials through OIL's nominated Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by OIL. **<u>BIDDER SHALL NOT QUOTE/INCLUDE THE COST OF THIRD PARTY INSPECTION IN THEIR OFFER</u>**. However, Bidder shall extend all necessary facility to the satisfaction of Third Party Inspection Agency for smooth conduct of the inspection.

b) Bidder shall clearly indicate in the technical bid the place/plant where Third Party Inspection of the materials shall be conducted, in the event of an order.

c) Supplier shall convey to OIL the production schedule within 02(two) weeks from the date of Letter of Award (LOA)/Purchase order so that OIL can deploy the TPI agency to carry out inspection at bidder's/manufacturer's premises accordingly. Additionally, Supplier shall send a notice in writing/e-mail to the OIL at least 15 days in advance specifying the exact schedule and place of inspection (TPI) as per the Purchase Order and OIL upon receipt of such notice shall notify to the supplier the date and time when the materials would be inspected by OIL nominated TPI Agency. **Manufacturer QAP for Third Party Inspection must be submitted by the bidder after placement of order.**

d) The supplier shall provide, without any extra charge to OIL, all materials, tools, labour and assistance of every kind which the OIL nominated TPI Agency may demand for any test or examination required at supplier's premises. The supplier shall also provide and deliver sample from the material under inspection, free of charge, at any such place other than their premises as the TPI Agency may specify for acceptance tests for which the supplier does not have the facilities for such tests at their premises. In the event of testing outside owing to lack of test facility at supplier's premises, the supplier shall bear cost of such test, if any.

e) The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the OIL nominated TPI Agency.

f) Unless otherwise provided for in the Purchase Order, the quantity of materials expended in test will be borne by supplier.

g) The decision of the Third Party Inspection Agency nominated by OIL regarding acceptance/rejection of material shall be final and binding on the supplier.

h) Upon successful completion of the TPI and acceptance of the TPI reports by OIL, Bidder/Supplier shall be intimated by OIL for dispatch of the materials. The materials should be despatched only after receipt of dispatch clearance from OIL.

i) Acceptance of the TPI reports and receipt of dispatch intimation from OIL do not absolve the bidder from any warranty obligations or waive the bidder from OIL's right for rejection of the materials after receipt at site.

j) Notwithstanding clauses contained herein above, in the event the materials under inspection fails to conform to purchase order specification and are rejected by OIL nominated Third Party Inspection agency, OIL may recover all cost incurred for re-inspection of the materials from the supplier.

26.1 THIRD PARTY INSPECTION (TPI) (if to be arranged by Supplier).

Supplier shall arrange for inspection (TPI) of the materials through OIL's empaneled Third Party Inspection Agency at Bidder's/Manufacturer's plant/premises as per the broad Scope of Work mentioned the tender. All cost towards the engagement of Third Party Inspection Agency shall be borne by Supplier. At present, there are six OIL's empaneled Third Party Inspection Agency as under:

(i)M/s.Lloyds
(ii)M/s.BureauVeritas
(iii)M/s.RITES
(iv)M/s IR CLASS System and Solutions Private Limited
(v)M/s.Tuboscope Vetco
(vi)M/s. DNV MES India Private Limited

27 DOCUMENTATION (FOR DOMESTIC/INDIGENOUS SUPPLIERS):

27.1 Preparation and submission of proper documents by Seller is one of the very important requirements. The Seller must strictly follow the instructions.

27.2 Seller shall ensure that all the documents have clear reference of OIL's Purchase Order number.

27.3 Seller shall forward the documents, as mentioned below, by courier service immediately after the dispatch is made:

(I) **WHERE PAYMENT AGAINST DIRECT SUBMISSION OF DESPATCH DOCUMENTS TO COMPANY**:

A)	General Manager (A/P), Finance & Accounts Department Oil India Limited, Duliajan, PIN - 786602	i) Bill in original + one copy. ii) Copy of the C-Note/RR. iii) Copy of Mill Inspection Certificate, if any. iv) Copy of Third-Party Inspection Certificate, if any. v) Copy of Delivery Challan. vi) Copy of TPI Declaration vii) Copy of Tax Invoice. viii) Copy of packing list. ix) Documentary evidence of payment of Customs Duty, if any.
B)	DGM - Materials (Receiving), Materials Department Oil India Limited, Duliajan, PIN - 786602	i) Clear Consignee copy of RR/C-Note - Original + 1 copy. ii) Copy of Tax Invoice. iii) Delivery Challan (Original). iv) Packing list (Original). v) Mill inspection certificate, if any (Original). vi) Copy of Third-Party Inspection certificate, if any. vii) Copy of TPI Declaration viii) Warranty Certificate (Original)
C)	Chief Manager Materials (FP)	One set consisting copies of all the documents as mentioned in (B) above.

	Materials Department Oil India Limited, Duliajan, PIN - 786602	

Note: ***Where payment term is after receipt and acceptance of materials, the complete set of documents meant for General Manager (A/P) as indicated in (A) above should be submitted to Dy. General Manager Materials (Receiving).***

28.0 FORCE MAJEURE:

28.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the purchase order the relative obligations of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

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

28.3. Upon occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party by a registered letter duly certified by the statutory authorities immediately but not later than 7(seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

28.4. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts. The extension of time shall be the sole remedy of the Seller for any delay under this clause and the Seller shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Seller hereby waives and disclaims any and all contrary rights.

28.5. If the force majeure conditions persist for a period exceeding two (2) months, the Purchaser reserves the right to cancel the purchase order in full or in part.

29.0 SIGNING OF BIDS:

Bids are to be submitted online in GeM portal. The bid including all uploaded documents shall be signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract. The letter of authorisation (as per Proforma-L) shall be indicated by written Power of Attorney accompanying the Bid.

30.0 BIDDERS FINANCIAL STANDING:

The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking (as per Proforma-M) to this effect with bid.

31.0 **CERTIFICATION OF DOCUMENTS BY INDEPENDENT THIRD-PARTY INSPECTION AGENCIES (TPIA)**:

31.1 Oil India Limited (OIL) has engaged the following 17 (Seventeen) Independent Inspection Agencies for a period of 04 (Four) years up to 06.06.2028 to verify and certify various documents submitted by the bidders required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. Alfred H Knight India Private Limited	a. rkjain@ahkgroup.com; b. pradeep.mathur@ahkgroup.com ; c. info@ ahkgroup.com
ii.	M/s. TUV India Private Limited	a. noida@tuv-nord.com b. mumbai@tuv-nord.com c. salim@tuv-nord.com
iii.	M/s Conformity India International Private Limited	a. mktg@ciindia.in
iv.	M/s Ravi Energic Private Limited	a. baroda@ravienergic.com b. tpia@ravienergic.com
v.	M/s SGS India Private Limited	a. dhaval.vora@sgs.com b. sgs.india@sgs.com
vi.	M/s Assure Quality Management Certification Services Private Limited	a. aqmcs@aqmcs.com
vii.	M/s. IRCLASS Systems and Solutions Private Limited	a. industrial_services@irclass.org b. Bhavesh.satam@irclass.org
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.deotale@ind.tuv.com b. Kaushal.gohil@ind.tuv.com c. info@ind.tuv.com d. ravi.kumar@ind.tuv.com
ix.	M/s Gulf LIoyds (India) Ltd.	a. contact@gulflloyds.com b. inspection@gulflloyds.com
x.	M/s Baltic Testing India Pvt. Ltd.	a. office@balticcontrolindia.com
xi.	M/s Sanmarg Engineering Validation & Assessment	a. Amitra@sanmargeva.com
xii.	M/s Meenar Global Consultants LLP	a. sales@mgellp.in

xiii.	M/s Rites Limited	a. nrinspn@rites.com b. info@rites.com c. sbu.ninsp@rites.com
xiv.	M/s Bureau Veritas (India) Private Limited	a. bvindia.corporate@bureauveritas.com
xv.	M/s TUV SUD South Asia Private Limited	a. Hemant.chavan@tuvsud.com b. Jayashree.rane@tuvsud.com
xvi.	M/s Adornment Engineers India Private Limited	a. jks@adornmentengineers.com
xvii.	M/s TCRC Inspections Pvt. Ltd.	a. admin@tereinspections.com b. ashismallick@teregroup.com c. tenders@teregroup.com

31.2 Bidders are required to have their documents, as mandated under the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) of the tender, verified and certified by any one of the empanelled Independent Third-Party Inspection Agencies listed above. The Inspection Certificate, duly issued by the selected agency, must be submitted along with the Technical Bid. All costs related to verification and certification by the Third-Party Inspection Agencies shall be borne solely by the respective bidders. Payments in this regard shall be made directly by the bidders to the Inspection Agencies. OIL shall not be held responsible for any payment-related dispute between the bidders and the inspection agencies.

31.3 The verified and certified documents must be submitted along with the Technical Bid. Any bid submitted with un-verified supporting documents shall not be considered. However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered, provided it is accompanied by an **Undertaking by the Bidder on their official letterhead towards submission of the duly verified and certified copies/ Inspection Certificate within 07 (Seven) days from the actual date of bid opening to be sent to address Office of GM-MATERIALS, Materials Department, Oil India Limited, Duliajan - 786602, Assam, India and copy of the verified documents to email id : tuhin_roy@oilindia.in.** No reminders or clarifications will be issued by the Company in this regard, and failure to submit the verified/ certified documents within the stipulated time shall result in outright rejection of the bid, at the sole risk and responsibility of the bidder. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

31.4 The methodology of verification/certification of documents followed by the agencies is broadly as under, but not limited to:

(a) It is the sole responsibility of the bidders intending to participate in the tender to thoroughly understand the requirements of the tender, particularly the documents required under BEC/BRC. The bidders must present all relevant documents to any of the empanelled third-party certifying agencies for verification/certification. Neither OIL nor the Inspection Agencies shall be responsible for the selection or appropriateness of the documents submitted for verification. It is entirely the bidder's responsibility to ensure that the appropriate documents are verified/certified in support of BEC/BRC compliance.

(b) The concerned Independent Third-Party Inspection Agencies shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification/Certification of documents by OIL's empanelled third-party inspection agencies shall not automatically make the bidder techno-commercially-acceptable or eligible for award of contract.

(c) Verification/Certification of documents are normally categorized as under:

i **General Requirement:**
- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check Bidder's Certificate of Incorporation
- Power of Attorney

ii **Additional Documents : (If applicable against the tender)**
- Bidders general structure and organization
- Joint Ventures Agreements – To cross-check with JV Partners
- Consortium Agreements – To cross-check with Consortium Partners
- Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern, Corporate Guarantee etc.

iii **Technical Criteria**
- To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
- Health, Safety and Environmental Management Policy

iv **Financial Criteria**
- Line of credit, if incorporated in the tender.

Notes:

(i) Bidder's self-declared undertakings, Audited Balance Sheet & Profit-loss statement and/or CA certificate having UDIN are not required to be verified by the TPI agency. If any documents, LOI/LOA/Contracts, etc., submitted towards BEC/BRC experience criteria are issued by Oil

India Limited, such documents need not be verified by TPI agency.

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

(iii) **<u>In case of clarifications sought by OIL against BEC/BRC, supporting documents (historical in nature) to those submitted in the original bid will also have to be verified from the same TPI agency which has originally verified their bid documents. OIL shall categorically mention the documents that are to be submitted with TPI verification in the clarification sought. In case the bidder fails to submit the TPI verified documents, as sought by OIL, as part of their clarification, their offer will be liable for rejection.</u>**

32.0 Clarification of Bids / Shortfall Documents.

During evaluation and comparison of bids, OIL may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by email/registered/speed post, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be evaluated based on the submission. Depending on the outcome, such bids are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

<u>********</u>**

PROFORMA – A

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA
(*ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER*)

Ref: Clause No. A.2 (3.0) - Financial Criteria of the BEC
Tender No.: ____________________________

I ………………………………………………… the authorized signatory(s) of…………………………………..(Company or firm name of address) do hereby affirm and declare as under:-

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

Place :……………….
Date :…………………. **Signature of the authorized signatory**

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

*****

PROFORMA – B

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	**TURN OVER** In INR (Rs.) Crores	**NET WORTH** In INR (Rs.) Crores

Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

NOTE: ***As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.***

****

PROFORMA – C

PARENT/ ULTIMATE PARENT/ HOLDING COMPANY'S CORPORATE GUARANTEE TOWARDS FINANCIAL STANDING (Delete whichever not applicable)
(TO BE EXECUTED ON COMPANY'S LETTER HEAD)

DEED OF GUARANTEE

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

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

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

1. The Guarantor confirms that the Bidder is a 100% subsidiary of the Guarantor.
2. The Guarantor agrees and confirms to provide the Audited Annual Reports of any of the preceding 03(three) financial/accounting years reckoned from the original bid closing date.
3. The Guarantor have an annual financial turnover of minimum INR............................ Cr or USD .... during any of the preceding 03(three) financial/ accounting years reckoned from the original bid closing date.
4. Net worth of the Guarantor is positive for preceding financial/ accounting year.
5. The Guarantor undertakes to provide financial support to the Bidder for executing the project/job, in case the same is awarded to the Bidder.
6. The Guarantor represents that:
   (a) this Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
   (b) the liability of the Guarantor, under the Guarantee, is limited to the 100% of the order value between the Bidder and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Bidder.
   (c) this Guarantee has been issued after due observance of the appropriate laws in force in India.
   (d) this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of New Delhi, India.

(e) this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

(f) the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

for and on behalf of (Parent/Ultimate Parent/ Holding Company) (Delete whichever not applicable) Witness: 1. 2.	for and on behalf of (Bidder) Witness: 1. 2.

****

PROFORMA – D

INTEGRITY PACT

Between

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

And

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

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.

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

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or during 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.

(ii) 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.

(iii) 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 the Chief Vigilance Officers and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder~~/Contractor~~

(1) The Bidder commits itself to take all measures necessary to prevent corruption. During his participation in the tender process, the Bidder commits himself to observe the following principles:

(i) The Bidder 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 subsequent contract execution, if awarded.

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

(iii) The Bidder(s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder(s) 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.

(iv) The Bidder 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.

(v) Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgressions (s) is/are to be reported by the bidders shall be the last **three years** to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

(vi) The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

(vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;

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

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

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

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

1. If the Bidder 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 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 2 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 can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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

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

Section 4 -Compensation for Damages

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

(2) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder can prove and establish that the exclusion of the Bidder from the tender process has caused no damage or less damage than the amount or the liquidated damages, the Bidder 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 for such reason.

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

(1) The Principal will enter into Pacts on identical terms with all bidders.

(2) The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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

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

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

Section: 8 -External Independent Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

(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 Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder 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 Bidder. The parties offer the Monitor the option to participate in such meetings.

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

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

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

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

(9) In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

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. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

(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.

PANCHALI THAKURIA **For the Principal** Date : Place :	**……………………………………** **For the Bidder/Contractor** Witness 1: ………………………. Witness 2: ……………………….

******

PROFORMA – E(I)

UNDERTAKING TOWARDS COMPLIANCE OF PROVISIONS FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

(To be typed on the letter head of the bidder)

Ref. No___________
Date:______________

Tender No. ________________Date:________________

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We, M/s ___________________, have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name:
Designation:
Phone No.
Place:
Date:
(Affix Seal of the Organization here, if applicable)

PROFORMA – E(II)

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

(To be typed on the letter head of the bidder)

Ref. No___________
Date:_______________

Tender No. ________________Date:________________

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We, M/s ___________________ , have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. *[wherever applicable, evidence of valid registration by the Competent Authority shall be attached]*

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)

PROFORMA – E(III)

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNOLOGY

(To be typed on the letter head of the bidder)

Ref. No____________
Date:________________

Tender No. _________________Date:_________________

OIL INDIA LIMITED
MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA

We, M/s ____________________, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we do not have any ToT arrangement requiring registration with the competent authority.

OR

We, M/s ____________________, have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. We certify that we have valid registration to participate in this procurement. *[Evidence of valid registration by the Competent Authority shall be attached]*

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory
Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

PROFORMA – F

FORMAT FOR PERFORMANCE BANK GUARANTEE

To,
CHIEF GENERAL MANAGER – MATERIALS (HOD)
OIL INDIA LIMITED, MATERIALS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN – 786602

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

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

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

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

This guarantee is valid until the ………………………………day of……………………………………..

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

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHNE NO:
IFSC CODE OF THE BANK:

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

Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall is restricted up to Rs…………………………………………………

(b) This guarantee shall be valid till ………………………………………….

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …………………………………………….(Date of Expiry of BG PLUS one year claim period).

(d) At the end of the claim period that is on or after………………………………………………(Date of expiry of………………………………….…the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS……………………………………………………………………………….
Designation:……………………………………………………………………………………
…………………………………………
Name of the Bank:……………………………………………………………………………………………
…………………….
Address:……………………………………………………………………………………
…………………………………………

****

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,

Oil India Limited,
Materials Department,
Duliajan, Assam - 786602

We, M/s………………………………………………………………… are submitting the Bid Security/Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No…………………………………………………………for an amount of INR……………………………………………………valid up to …………………………… as per terms and conditions of Tender / Contract No……………………………………………….

BG issuing bank details:

<table>
<tr><td colspan="2">Bank:
Branch:
IFS Code:</td></tr>
<tr><td>Contact Details
E-mail Addresses:</td><td>Mobile No.:
Telephone No.:
Fax No.:</td></tr>
<tr><td>Correspondence Address
H No/Street/City:</td><td>State:
Country:
Pin Code:</td></tr>
</table>

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: ____________________

Name: ________________________________

Vendor Code: __________________________

Email ID: ______________________________

Mobile No.: ____________________________

Enclosure: Original bank guarantee

PROFORMA – G (A)

BID SECURITY FORM

To:
M/s. OIL INDIA LIMITED,
MATERIALS DEPARTMENT

Whereas…………………………………………………………………………………(hereinafter called 'the Bidder') has submitted their Bid No. ……………………………… dated……………………… against OIL INDIA LIMITED, DULIAJAN, ASSAM, INDIA (hereinafter called the Purchaser) 's Tender No. ……………………………………………………………for the supply of ……… … (hereinafter called 'the Bid') KNOW ALL MEN by these presents.

That we ………………………………………………………………………… of ………………………………….having our registered office at ……………………………………………………………………………………… (hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of ………………………………………………………………………………………………… for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank this ……………………………………………day of ………………………………

THE CONDITIONS of this obligation 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 the acceptance of their bid by the Purchaser during the period of bid validity:

a) fails or refuses to accept the order; or
b) fails or refuses to furnish the performance security

or

3. If the Bidder furnishes fraudulent document/information in their bid.

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

This guarantee will remain in force up to and including …………………………………………………… (Bidder to indicate specific date as mentioned in the tender), and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

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

B. Controlling Office:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS ____________________
Designation: __________________________________
Name of Bank: ________________________________
Address: ______________________________________

Date: _____________
Place: ____________

******

PROFORMA – G (B)

BID SECURITY DECLARATION

To,

M/s. Oil India Limited
...........................,
....

Sub: ....
...
Tender No:..

Dear Sir,

After examining/reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. .... (Name of Bidder) have submitted our offer/bid no...

We, M/s.......... (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:

   (i) fail or refuse to execute the Contract, if required, or
   (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
   (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

(c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:
Seal:

****

PROFORMA - H

FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF AUTHENTIC INFORMATION/DOCUMENTS

(To be typed on the letter head of the bidder)

Ref. No____________ Date ________

To,

General Manager (Materials)
Materials Department
Oil India Limited, Duliajan

Sub: Undertaking of authenticity of information/documents submitted
Ref: Your tender No.________ Dated ______

Sir,

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

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

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

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

ANNEXURE – VI

BID EVALUATION MATRIX (TECHNICAL) (TO BE FILLED IN BY BIDDER DULY SIGNED)
TECHNICAL SPECIFICATIONS

****

ANNEXURE – VII

BID EVALUATION MATRIX (BID REJECTION CRITERIA) (TO BE FILLED IN BY BIDDER DULY SIGNED)			
BID EVALUATION CRITERIA			
Clause Number	DESCRIPTION	BIDDER'S RESPONSE (Complied / Not Complied /Deviation /Not Applicable)	TO BE FILLED BY THE BIDDER Relevant Location of their Bid to support the remarks / compliance (Reference of Document name / Serial number / Page number of bid for documentary evidence)
A.1	BRC - TECHNICAL		
A.2	BRC - FINANCIAL		
A.3	BRC - COMMERCIAL		

****

PROFORMA - I

PROFORMA OF AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

Ref No. Date

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. ____________________

For ____________________________Mr ____________has been authorized to be present at the time of opening of above tender due on at on my/our behalf.

Yours faithfully

Signature of Bidder

Name: Designation :

For & on behalf of :

Copy to: Mr _ _ _ _ _ _ for information and for production before the (MM) at the opening of bids.

****

PROFORMA – J

EXCEPTION / DEVIATION PROFORMA

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in unpriced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement :

(a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

(b) We certify that our offer complies with all NIT requirements and specifications with the following deviations :

Clause No. of Bidding Document	Full compliance/ not agreed	Exception/ deviations taken by the Bidders	Remarks

Signature of the Bidder

Name :

Seal of the company

****

PROFORMA – K

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder).

Tender No. ________________________

We, ________________________ (Name of the bidder) have submitted Bid against Tender No. _______-dated ____________ for ____________.

We hereby undertake that we meet the mandatory minimum local content requirement as per the provision of Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is _________%.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024.

For and on behalf of _________________________________
Authorized signatory _________________________________
Name ____
Designation ____________________________________
Contact No. ____________________________________

****

PROFORMA - L

LETTER OF AUTHORITY

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. ______________________

We ____________________________of ________________________ confirm that Mr. _________ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against OIL's Tender No. ______________________for any commercial /Legal purpose etc.

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

Authorised Person's Signature: _________________
Name: _______________________________
Designation: _________________________

Yours faithfully,
Signature:
Name & Designation _________________
For & on behalf of ____________________

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.

****

Proforma – M
UNDERTAKING FOR BIDDERS FINANCIAL STANDING

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. ______________________

We, ________________________ (Name of the bidder) have submitted Bid against Tender No. _______dated ____________**.** We hereby undertake that we are not under liquidation, court receivership or similar proceedings, we are not bankrupt.

For and on behalf of _________________________________
Authorized signatory _________________________________
Name ____
Designation ____
Contact No. ____

****

Proforma – N1

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED

To,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

TENDER NO. ____________

Tender Description: ______________________________

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. ______________

a) We, _______________________ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil-india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b) We, hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	**Name**	**Address**	**PAN No.**	**GST No.**	**OIL Vendor Code**

Place: _____________________
Date: _____________________

____
(Name & Signature of the authorized signatory of the bidder)

****

Proforma – N2

PROFORMA OF DECLARATION OF NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Dear Sir,

Sub: OIL's Tender No. ____________________

We hereby declare that we are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date. In respect of corrupt or fraudulent practice (s), except as indicated below:-

(Here give particulars of blacklisting or holiday listing and /or inquiry and in the absence thereof state "NIL")

In understood that if this declaration is found to be false in any particular , Oil India Limited shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (include blacklisting or holiday listing) available to Oil India Limited.

For and on behalf of ______________________________
Authorized signatory ______________________________
Name ____
Designation _______________________________________
Contact No. _______________________________________

****

<u>Proforma - O</u>

PROFORMA FOR UNDERTAKING FROM THIRD PARTY DOCUMENT VERIFICATION INSPECTION AGENCY

(To be submitted on official letter head)

TO,
GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Sir

SUB : OIL's tender No. ....

M/s____________________having registered office at __________________intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulated that the bidder shall submit documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), duly verified and certified by designated independent Third Party Document Verification Inspection Agency.

In this regard , we hereby certify that copies of documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), submitted to us by the bidder. M/s ____________________have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having________nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorized Person's Signature:____________

Name:______________________________

****

Proforma – P

FORMAT FOR BANK GUARANTEE LINKED WITH ADVANCE PAYMENT

TO,
OIL INDIA LIMITED, DULIAJAN - 786 602 ASSAM, INDIA

WHEREAS………………………………………………………………………….(Name of the Seller) (herein after called 'the Seller') has undertaken, in pursuance of Order No……………………………………………….dated…………./…………/………. to supply………………………………………………………………………………… (description of Goods and Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee from a recognized Bank for the sum specified therein as security for advance payment in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee:

THEREFORE, we hereby affirm that we are Guarantors responsible to you, on behalf of the seller, upto a total of…………………………………………………………………………………………………… (Amount of the Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of…… (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the ……………………… day of …………………………

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B. Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature & Seal of the guarantors

Date …………………….

……………………………. Witness

****

Proforma – Q

PROFORMA OF "INSURANCE SURETY BOND" FOR "BID SECURITY"

(To be stamped in accordance with the Stamp Act)

<table>
<tr><td rowspan="5">To
M/s OIL INDIA LIMITED,
Address:
PIN- XXXXXXX</td><td>Insurance Surety Bond (ISB) No.</td><td></td></tr>
<tr><td>Date of ISB</td><td></td></tr>
<tr><td>ISB Valid up to (Expiry date)</td><td></td></tr>
<tr><td>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</td><td></td></tr>
<tr><td>Stamp Sl. No./e-Stamp Certificate No.</td><td></td></tr>
</table>

WHEREAS, (Name of Bidder) ________________ (hereinafter called "the Bidder") has submitted their offer Dated _____________ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. ____________ KNOW ALL MEN BY these presents that we ______________ (Name & address of the "Insurer") ______________ having our registered office at ________________ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. ………………… (Rupees ………… only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regards.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety, Insurer.

SEALED with the said Insurer this ________day of _____20 ________

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or

2. The Bidder modifies/ revises their bid suomoto; or

3. The Bidder does not accept the contract; or

4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or

5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

<u>NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:</u>

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor:

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . (currency in words only).

b) This Insurance Surety Bond shall remain in force upto ____________ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of …………… (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this

___________day of_________20___at_______.

Witness: **Issuing Authority:**

………………………………………
……………………………………………………

(Signature) Signature of the Authorised Signatory)

………………………………………
……………………………………………………

(Name) (Name)

………………………………………
……………………………………………………

(Designation & official address) (Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No………………

Date……………………………

<u>INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT" BY "INSURANCE SURETY BOND”</u>

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Bidder must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

PROFORMA OF "INSURANCE SURETY BOND" FOR "PERFORMANCE SECURITY"

(To be stamped in accordance with the Stamp Act)

<table>
<tr><td rowspan="5">To
M/s OIL INDIA LIMITED,
Address:
PIN- XXXXXXX</td><td>Insurance Surety Bond (ISB) No.</td><td></td></tr>
<tr><td>Date of ISB</td><td></td></tr>
<tr><td>ISB Valid up to (Expiry date)</td><td></td></tr>
<tr><td>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</td><td></td></tr>
<tr><td>Stamp Sl. No./e-Stamp Certificate No.</td><td></td></tr>
</table>

WHEREAS, (Name and address of Contractor) __________________ (hereinafter called "Contractor") had undertaken, in pursuance of Contact 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 an Insurance Surety Bond (ISB) as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB 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 stating the default/breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

NOW, THEREFORE, the Surety Insurer hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) .... (currency in words only) . . . . .

b) This Insurance Surety Bond shall remain in force upto ______________ and any extension(s) thereof; and

c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of

.... (indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the insurer, through its authorized officer, has set its hand and stamp on this

______________day of______20___at __________.

Witness: **Issuing Authority:**

....

(Signature) Signature of the Authorised Signatory)

....

(Name) (Name)

....

(Designation & official address) (Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No..................

Date................................

<u>INSTRUCTIONS FOR FURNISHING "PERFORMANCE SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"</u>

a) The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

b) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/ Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor / Insurer issuing the Insurance Surety Bond.

d) The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.

e) The Insurance Surety Bond by Contractors will be given from Insurer as specified in the Tender.

f) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that the said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as mentioned at "ITB".

g) Contractor must indicate the full postal address of the Insurer along with the Insurer's E-mail / Phone from where the Insurance Surety Bond has been issued.

h) Contractor must indicate Name, Address, Contact number and official Email ID of the Controlling Office of the Surety Issuing Branch or any web portal link, from whom / where the Surety Bond can be got confirmed by the Company.

****

Proforma – R

Format for Sustainable Development (SD) and Environment, Social & Governance (ESG) Questionnaire.

Explanatory Note-ESG Questionnaire for Suppliers & Vendors

1 Emissions Reporting

What are Greenhouse Gas (GHG) Emissions?

Greenhouse gas (GHG) emissions refer to gases that trap heat in the Earth's atmosphere, contributing to global warming and climate change. These include carbon dioxide (CO2), methane (CIL), and nitrous oxide (N2O), among others. GHG emissions are generated from various sources, such as burning fossil fuels, industrial activities, and deforestation.

What are Scope 1 and Scope 2 Emissions?

- **Scope 1 Emissions:** Direct emissions from sources owned or controlled by your company (e.g., fuel combustion in company-owned vehicles, boilers, and generators).
- **Scope 2 Emissions:** Indirect emissions from purchased electricity, steam, heating, and cooling consumed by your company. These emissions occur at the power generation source but are attributed to your business due to electricity consumption.

How to Calculate GHG Emissions?

Emissions are typically calculated using the following formula:
GHG Emissions (kg CO2e) = Consumption data x Emission Factor

- **Consumption Data:** Fuel consumption (liters), electricity use (kWh), etc.
- **Emission Factor:** Standard values published by organizations like the IPCC

Examples:

1. **Fuel Consumption-Based Calculation (Scope 1):**
   - If you use 1,000 liters of diesel in company vehicles, and the emission factor for diesel is 2.68 kg CO2e per liter, your emissions are: 1,000x2.68=2,680 kg CO2e
2. Electricity Consumption-Based Calculation (Scope 2):
   - If your facility consumes 5,000 kWh of electricity, and the emission factor for your electricity provider is 0.4 kg $C0_2e$ per kWh, your emissions are: 5,000x0.4=2,000 kg $C0_2e$

Sample Responses:

Question	Sample Response
What was the GHG emission for FY24	**a)** Scope 1: 10,500 kg CO2e **b)** Scope 2: 8,200 kg CO2e
What was the GHG emission per unit revenue for FY24?	a) Scope 1: 2.5 kg CO2e per INR 1,000 revenue **b)** Scope 2: 1.8 kg CO2e per INR 1,000 revenue

<table>
<tr><td colspan="3"><u>Questionnaire for vendors and suppliers</u></td><td>Response</td></tr>
<tr><td rowspan="4">1. Emissions</td><td rowspan="2">What was the GHG emission for the last financial year ?</td><td>a) Scope 1 GHG emissions (kg CO_2e)</td><td></td></tr>
<tr><td>b) Scope 2 GHG emissions (kg CO_2e)</td><td></td></tr>
<tr><td rowspan="2">What was the GHG emission per unit of revenue for the last financial year?</td><td>a) Scope 1 GHG emissions (kg CO_2e)</td><td></td></tr>
<tr><td>b) Scope 2 GHG emissions (kg CO_2e)</td><td></td></tr>
<tr><td rowspan="5">2. Decarbonization strategy & targets</td><td colspan="2">Do you have a Net Zero target? If yes, please state the year</td><td></td></tr>
<tr><td colspan="2">Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?</td><td></td></tr>
<tr><td rowspan="2">Please state the target for reduction in next financial year</td><td>a) Scope 1 GHG emissions/emissions intensity</td><td></td></tr>
<tr><td>b) Scope 2 GHG emissions/emissions intensity</td><td></td></tr>
<tr><td colspan="2">Please provide information on a few decarbonization initiatives undertaken (describe the initiatives and their respective impact)</td><td></td></tr>
<tr><td rowspan="2">3. Waste & Water Mgt.</td><td colspan="2">Do you have any initiatives for waste management including solid wastes, liquid wastes

and hazardous waste?</td><td></td></tr>
<tr><td colspan="2">Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?</td><td></td></tr>
</table>

4. Disclosures	Are your current emissions verified? If yes, please name the assuring body	
	Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology	
	Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating	

Suppliers and vendors may refer to the explanatory note for any questions or clarifications pertaining to any of the questions above.

2 Decarbonization Strategy & Targets

Net Zero and Emission Reduction Targets

- **Net Zero Target:** A Net Zero target refers to a commitment to reducing emissions to as close to zero as possible, with residual emissions offset by carbon capture or other means. OIL would like to know if your organization has set any targets of becoming net zero, and if so, what is the targeted year.

- **There are 2 types of defining the target:**

  Absolute Reduction: A fixed percentage decrease in emissions over a period (e.g., 10% reduction by 2030).
  Intensity-Based Reduction: Reduction in emissions per unit of production or revenue (e.g., 15% reduction per product by 2025).

Sample Responses:

Question	**Sample Response**
Do you have a Net Zero target? If yes, please state the year	Yes, by 2040
Do you have an emissions reduction target? If yes, are the targets absolute emissions based, or intensity based?	Yes, we aim for an absolute 40% reduction by 2030, and 100% by 2040
Please state the target for reduction in FY24.	a) Scope 1: 10% absolute reduction
	b) Scope 2: 10% absolute reduction
Please provide information on a few initiatives undertaken (describe the initiatives)	Afforestation EV inclusion Electrification of gas-based equipment Renewable energy setup
How much of the reduction targets have been achieved till date? (eg: more than 80% achieved, less than 20% etc)	~5 % reduction has been achieved

3. Waste & Water

Management Waste

Management Initiatives

In order to answer the question regarding waste management initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Recycling and reusing materials
- Proper disposal of hazardous waste
- Reducing landfill waste through composting or waste-to-energy programs

Water Conservation Initiatives

Similar to the waste management initiatives, in order to answer the question regarding water conversation initiatives, vendors and suppliers may mention few of the initiatives that their organizations have undertaken that may include (but are not limited to):

- Monitoring water consumption with meters
- Installing water-efficient fixtures
- Treating wastewater before discharge

Sample Responses:

Question	**sample Response**
Do you have any initiatives for waste management including solid wastes, liquid wastes and hazardous waste?	Yes, we recycle 60% of our production waste and have SOPs in place for proper dispose of hazardous materials.
Do you have any initiatives for water management including monitoring of water consumption and withdrawals, and if applicable, treatment of wastewater?	Yes, we have meters to monitor water withdrawals and have a wastewater treatment process.

4. Disclosures

Verification & Validation of Emissions Data

- **Current emissions verification:** There are certain third-party agencies that verify an organization's emissions. These organizations provide independent assessments to ensure transparency and accuracy in emissions reporting. Verification by such agencies enhances credibility and aligns businesses with best sustainability practices. In case your organization's current emissions are validated by such a third-party agency, please specify the name of such an agency.

- **Emissions target validation:** If you have a target of reducing your carbon footprint, certain organizations validate the roadmap of achieving a lower carbon footprint. In case you have prepared a roadmap and submitted it to SBTi or Transition Pathways Initiatives, and have received certificates that have validated the targets, please specify the agency that has validated your targets.

- **ESG Ratings:** Certain agencies assess organizations based on their disclosures, monitoring capabilities, and control measures, among other factors. Some of these agencies, such as CDP and S&P, are globally recognized for their ratings. If your organization has received a rating from any of these agencies, please specify the agency's name and your assigned rating.

Sample Responses:

Question	Sample Response
Are your current emissions verified? If yes, please name the assuring body	Yes, verified by XYZ agency
Are your emissions targets validated (eg: SbTi)? If yes, please name the methodology	Yes, validated by SBTi
Are you rated by any of the ESG rating agencies? If yes, please specify the agency and rating	Yes, CDP rating: D.

****

Proforma – S

PROFORMA FOR UNDERTAKING FROM THIRD PARTY DOCUMENT VERIFICATION INSPECTION AGENCY
(To be submitted on official letter head)

TO,

GM- MATERIALS
MATERIALS DEPARTMENT
P.O. DULIAJAN, PIN-786602
DIST. DIBRUGARH, ASSAM, INDIA

Sir,

SUB : OIL's tender No. ....

M/s_____________________having registered office at ___________________intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulated that the bidder shall submit documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), duly verified and certified by designated independent Third Party Document Verification Inspection Agency.

In this regard , we hereby certify that copies of documents pertaining to Bid Evaluation Criteria / Bid Rejection Criteria (BEC / BRC), submitted to us by the bidder. M/s _____________________have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having_________nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature:_____________

Name:_______________________________

****

Annexure-I

Sample Format of authorisation letter from OEM

(To be typed on the letterhead of the OEM)

Ref. No____________ Date ________

GM- Materials

Oil India Limited,

Duliajan-786 602

Sir,

Sub: Authorisation Certificate

Ref: Your tender enquiry No._________ Dated ______.

1.0 We hereby authorize M/s_________ to quote for the above tender, on our behalf.

2.0 Onsite warranty and AMC support, including replacement of spares will be provided (tick any of the following)

a) Directly by us.

b) By the bidder on our behalf.

3.0 The make and model quoted is not obsolete and will have support for minimum 5 years from the date of bid closing.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
Email:
(Affix Seal of the Organization here, if applicable)

Sample undertaking of authenticity letter from Bidder
(To be typed on the letterhead of the Issuing Company)

Ref. No____________ Date ________

The GM (Materials)
Oil India Limited,
Duliajan-786 602

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No._________ Dated ______.

With reference to the Hardware/Software being quoted to you vide our quotation No. .... cited above, we hereby undertake that all the components/ parts/ assembly/ system software used in the Servers under the above mentioned tender, shall be original, new components/ parts/ assembly only, from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, are being used or shall be used.

We also undertake that in respect of licensed software, it shall be sourced from the authorized source (Authorized Proprietor of the software).

In case we are unable to comply with above at the time of delivery or during installation or during O&M service period, for the IT Hardware/ Software billed, we agree to take back the Servers/software/product/solution without demur, if already supplied, and return the money, if any, paid to us by you in this regard.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory
Name:
Designation:
Phone No.:
Place:
Date:
Email:
(Affix Seal of the Organization here)

PROFORMA – ID

SAMPLE FORMAT of Declaration of available highest-level support from OEM

(To be typed on the letterhead of the OEM)

Ref. No-______________ Date_____________

GM- Materials
Oil India Limited,
Duliajan-786 602

Sir,

Sub: Declaration of available highest-level support.

Ref: Your tender enquiry No.___________ Dated _________________

We hereby declare that we offer the highest level of support for Rack servers, SAN Storage, and Tape library as specified below:

Available Highest-Level Support at Duliajan: [Specify the highest level of support you provide]

The services included under our highest level of support are as follows:

[List the inclusions and services comprehensively]

Yours faithfully,
For (type name of the firm here)
Signature of Authorized Signatory
Name :
Designation :
Phone No.
Place :
Date :
Email:
(Affix Seal of the Organization here, if applicable)

Technical Specification

Item No.	Item Name	Specifications	Complied	Not Complied	Remarks (Page no., Para No. etc.)
1.	Servers	1. Make & Model: Vendor must mention unique make and model of the quoted product			
		2. Processor: Minimum 2 x Intel® Xeon® Gold 6000 Series with 5th generation architecture or later generation, Minimum 24 Cores per CPU, 2.2 GHz or above (Base Frequency) or more, 60 MB Cache or higher.			
		3. Memory: Minimum 1536 GB RDIMM DDR4 (or higher) expandable upto 4096 GB.			
		4. Disk Drive: SDS - 2X800 GB NVMe & 4X7.6 TB Read Intensive NVMe			
		5. Network Adapter: Minimum 2 X dual port 10/25GbE SFP+ Minimum of 1 X 1Gbps NIC. HBA: 1 X Dual port 32 Gbps FC HBA card. Required Fibre patch cords etc. must be included for connection to the SAN switches.			
		6. Form Factor: Maximum 2U Rack Mount Server.			
		7. PCIe Slot: Minimum 3 Nos PCIe Express Slots or more			
		8. Minimum 2 x GPU adapter. Each Node must be configured with Minimum 2 x NVIDIA L4 24GB PCIe GPU			
		9. Power Supply: Redundant hot-swappable			
		10. Certification & Compatibility: Certified & supports mainstream operating systems such as Windows, SuSE Linux, Redhat Linux, VMware ESXi and virtualization solutions offered by companies such as VMWare. The quoted model may be customized as per solution needs.			
		11. System Management: OEM system management software (Enterprise Version or Version with highest level of support) with full features. Support independent remote management through graphical user interfaces. Users can access the server remotely and take full control. The remote management should be independent of server OS.			
2.	NAS Storage	1. Make & Model: Vendor must mention unique make and model of the quoted product.			
		2. Offered Storage must be supplied with 100 TiB of usable capacity using SSD/ All Flash/NVMe architecture configured in RAID 6 or equivalent RAID with dual parity from day 1.			
		3. Offered storage must be scalable to minimum 500TB usable at same RAID.			
		4. Offered storage should have minimum 2 controllers and must have minimum 64 GB Cache on each controller. Offered storage must be equipped with dual active controllers with No Single Point of Failure for high availability & continuous data availability in case of controller or component failure.			
		5. Array must be offered with minimum 4x32Gbps FC and 4x25Gbps Ethernet ports across controllers supporting asked protocols.			
		6. Should provide for following NAS protocols: NFS, SMB (CIFS), FTP, SFTP, and VMware vVols.			
		7. Should provide for inline data reduction (deduplication, compression) active across all data to manage data size			
		8. Include all-inclusive software licence for management, local Point-In-Time copies (Snapshots and Thin Clones), deduplication, compression & replication			

3.	Software for Virtualized and VDI Environment	1. VMware VVF or above Software Subscription: 5 Years Subscription (for cores based on the servers mentioned in BOM)			
		2. Omnissa Horizon VDI Software with 5 Years Subscription (for 30 virtual workstations)			
		3. Nvidia Quadra vWS Subscription License 5 Years Subscription & Support (for 30 virtual workstations)			
		4. Windows server 2025 datacenter edition for 4 nodes.			
		5. WinSvrCAL SNGL Lic OLP NL DvcCAL (for 30 virtual workstations)			
		6. Windows 11 Professional for Thin Clients (for 30 virtual workstations)			
		7. Windows Server RDP CAL: WinRmtDsktpSrvcsCAL 2025 SNGL OLP NL UsrCAL (for 30 virtual workstations)			
		8. vGPU server license for the VDI solution			
		9. Antivirus with 5 Years support (for 30 virtual workstations)			
4	Back server and software	**Backup Server (1 No.)**			
		1. Make & Model: Vendor must mention unique make and model of the quoted product.			
		2. Processor: Minimum 2 x Intel® Xeon® Gold 6000 Series with 5th generation architecture or later generation, Minimum 24 Cores per CPU, 2.9 GHz (Base Frequency) or more, 60 MB Cache or higher.			
		3. Memory: Minimum 256 GB DDR5 (or higher)			
		4. Disk Drive: Minimum usable 4 X 1.9 TB enterprise class SSD configured with RAID-1.			
		5. Disk Cache: Minimum internal 2 X 1.9 TB enterprise class SSD			
		6. Controller: Minimum 12Gbps SAS controller			
		7. Network Adapter: Minimum 2 X dual port 10/25GbE SFP+ Minimum of 1 X 1Gbps NIC. HBA: 1 X Dual port 32 Gbps FC HBA card. Required Fibre patch cords etc. must be included for connection to the SAN switches.			
		8. Form Factor: Maximum 2U Rack Mount Server.			
		9. Power Supply: Redundant hot-swappable			
		10. Operating System: Windows Server 2025 Standard or higher with minimum 3 Client Access Licenses (CALs) per user CAL for Remote Desktop Services (RDS). The bidder must provide all necessary licenses for the OS to run on the supplied hardware.			
		11. System Management: OEM system management software (Enterprise Version or Version with highest level of support) with full features. Support independent remote management through graphical user interfaces. Users can access the server remotely and take full control. The remote management should be independent of server OS.			
		Backup Software:			
		1. Make & Model To be quoted by bidder			
		2. Operating System: The backup software should support operating system as mentioned in the backup server specifications			
		3. Backup Type: The backup software should be able to backup data from the various servers of different OS's (UNIX, MS Windows, HP-UX, IBM AIX, Linux etc)			
		4. User Interface: The backup software should provide features to logon, navigate and execute commands to manage the backup system (tape library and backup server) through web-based interface from anywhere access.			
		5. Scheduling: The backup software should provide automated scheduling and unattended backup in the centralized tape library. It should support scheduling of daily incremental, weekly full, monthly full, and annual full backups. Retention settings must be configurable			

		to align with business needs.			
		6. Selective Backup: The backup software shall provide ad-hoc backup services easily by performing selective backup function whenever required.			
		7. Policy Management: It should allow backup server configuration and policy information to be defined one time at backup server and then propagated to any number of backup servers.			
		8. Space Reclamation: The backup software should support reclamation of space from the tape for expired backups. It should keep track of how long the tape has been kept inactive, and when a pre-determined threshold is reached, archives them or deletes them.			
		9. Recovery: The software should support network free rapid/quick recovery. It should support data recovery directly from tape.			
		10. Multi-Threaded data transfer: It should support dynamic multi-threaded data transfer.			
		11. Backup Catalog: The catalog as part of backup software stored on an RDBMS.			
		12. Catalog Mirroring: The backup software should provide backup database (catalog) mirroring.			
		13. Single console management: The backup software shall provide enterprise administration that can administer multiple backup servers from single console and provide enterprise configuration and policy management from single console.			
		14. Tape Backup: The Backup software shall stack all data for a server onto the same tape or group of tapes without mixing of one server's data with another server's data			
		15. Backup Priority: The backup software should provide prioritization of backup sequence of servers.			
		16. SNMP Feature: The backup server shall provide SNMP based event error reporting through enterprise network monitoring console			
		17. Online Oracle database backup support: The backup software should be capable of providing online backup without shutting down the database when backups are in progress. The software should be able to backup Oracle, MySQl, MSSQL database			
		18. Backup Licenses: The backup software should be licensed to backup of servers with operating systems - AIX, Linux and Windows 2019 or higher			
		19. Resuming Capability: The backup software shall provide feature to resume backup or restore where it can continue the backup and restore from where it left off without having to start the whole process all over again			
		20. Raw device support: The backup software should support file system and online database backup on raw devices on Unix systems			
		21. Reporting and Trend analysis: The backup software should have the capability to provide operational reporting showing status of jobs, daily reports, weekly reports and monthly reports. The reports should be scheduled and exportable to web pages or to mail recipients.			
		22. Encryption Support: It should support 64-bit AES encryption, End-to-end AES 256-bit encryption, giving you the ability to encrypt backup files and data at source (during backup), in flight and at rest.			
		23. NAS, SAN, LAN and VMWare backup: The backup software must support both SAN based, and LAN based backup. While taking LAN based backup the software must be capable of taking backup through SAN switch to the Tape Library. Should be capable of taking VMware consolidated backup of all Virtual Machines into LTO 9 Tapes of Tape Library			
		24. Level of backups: Should support different level of backups including full, incremental, differential, synthetic and virtual synthetic backups for all workloads been asked in this RFP.			
		25. Recovery and Restoration Should be able to recover and restore from the backups.			
		26. Backup software must support Robotic/automated Tape library.			

		27. The backup software has to be certified for installation in 64-bit Red Hat Enterprise Linux operating system/ Windows Server 2019 or higher			
		28. Successful Bidder must provide all necessary licenses			
5	ToR Switch	Make & Model: Vendor must mention unique make and model of the quoted product			
		1. Data Port(s): 48 ports should be fully populated with 10Gbps SFP+ and 6 ports should be fully populated with 40 Gbps QSFP+.			
		2. Management Port(s): Minimum of 1 management port.			
		3. Software: All software licenses required for the functionalities/features shall be provided and must be available at the time of commissioning of the switches			
		4. Throughput: Minimum 1.44 Tbps per switch and all ports must be line-rate.			
		5. Latency: Maximum 4 microseconds.			
		6. Power Supply: Redundant Power Supply			
		7. Others: a. All required transceivers, fibre optic cables, patch cords, DAC cables etc., licenses and other optics/accessories including jack panel etc. shall be supplied for above ports. b. All the supplied networking cables for connecting the TOR switches to core/distribution switches at OIL Data centre should be at least 30 metres long. However, the networking cables used for connecting the TOR switches to the server nodes may be of suitable length."			
		8. Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be certified/validated by VMWare and must be compatible with VMWare VVF.			
6	Management Switch	1. Ports: Minimum 48 X 1000BASE-T ports			
		2. Transfer Rate: All ports should be line-rate			
		3. Power Supply: Redundant Power Supply			
		4. Others: a. All required CAT cables etc., licenses and other optics/accessories including jack panel etc. shall be supplied for above ports. b. All the supplied networking cables should be at least 30 metres long.			
		5. Compatibility: The quoted model may be customized as per solution needs. The quoted solution must be certified/validated by VMWare and must be compatible with latest version of VMWare VVF.			
7	SAN Switch	1. Make & Model: Vendor must mention unique make and model of the quoted product			
		2. 48-port on each switch 8/16/32 Gbps auto sensing redundant fibre channel switches, with minimum 1536 Gbps aggregate switch bandwidth. All the 48 ports on each switch must be licensed and populated with 32 Gbps transceivers.			
		3. The switches shall be configured in redundant mode for high availability.			
		4. Enterprise-class availability features such as redundant and hot pluggable components like dual power supply and FAN must be provided.			
		5. The switches should be compatible and manageable with offered solution.			
		6. Switch should be rack mountable and should be of 1U form factor			
		7. All required transceivers, fibre optic cables, patch cords, DAC cables etc., licenses and other optics/accessories including jack panel etc. shall be supplied for above ports. SFP speed to be configured to 32Gbps.			
		8. All the supplied networking cables should be at least 5 metres long. However, length of the cables may vary according to actual requirement.			
		9. Servers, SAN storage, and each drive in the Tape Library must be connected in a redundant configuration to the provided SAN switches.			

8	Thin Clients with dual monitors	Make & Model: Vendor must mention unique make and model of the quoted product.			
		1. Intel / AMD Quad Core with base frequency 1.5 GHz or higher.			
		2. 4 GB RAM or higher			
		3. 32 GB or higher flash storage			
		4. Minimum 2 x Display port with support for 2560 x 1440 resolution			
		5. Minimum 1 no. of 10/100/1000 Gigabit Ethernet (RJ45)			
		6. 4 USB ports			
		7. 2 x 27 inch or more flat monitor having native resolution of 2560 x 1440 and having the same make as of thin client offered.			
		8. Monitor Stand capable of height adjustable option: (Same OEM Make)			
		9. These thin clients should be able to seamlessly display remote 2560 x 1440 resolution graphics of G&G Applications running on RHEL Linux ver 7.0 or higher OR Windows 11 platform, without frame drops and distortion and lag using PCO-IP / Blast Protocol			
		10. USB Keyboard & Mouse (Same quoted OEM Make).			
		11. Integrated High-Definition Audio (Minimum 2 Channel) with Internal or external speaker.			
9	Tape Library	1. Make & Model: Vendor must mention unique make and model of the quoted product.			
		2. Tape Drive Technology: LTO Ultrium 9 or later			
		3. Number of Tape Drives Slot Supported: Minimum 8 LTO 9 tape drives or higher. Number of Slots Populated with Tape Drive: Minimum 4 LTO 9 tape drives from day 1. All the drives should have native FC support.			
		4. Number of Cartridge Slots: No. of cartridge slots should 40 (Minimum) upgradable to 144 slots.			
		5. Robotic Arm: Robotic arm features for tape handling.			
		6. Cartridge Capacity: Each cartridge should be of min 18TB (native) uncompressed capacity; compression ratio should be 2.5:1.			
		7. Data Transfer Rate: 300 MBps (minimum) native with Ultrium LTO 9 or later. The tape drive should offer the data transfer rates while backing up data and while restoring data.			
		8. Media features: The tape media should offer reliability features such as servo tracks and read after write verification.			
		9. Media: LTO-9, LTO-9 WORM formats or higher.			
		10. Tape drive features: The tape drive should offer a drive buffer for optimized streaming operations and to eliminate speed matching.			
		11. Library features: The tape library should be rack mounted (19-inch) Horizontal rack mountable. Rack mounting kit to be provided. The offered Tape Library must have minimum Mean Swaps Between Failures (MSBF) of 2,000,000 cycles.			
		12. Host Interface: FC min. 8 Gbps for connectivity to SAN Switch, Min 2 ports per drive. Each drive to connect to two (02) different fibre ports on Tape Library backplane for improving redundancy, load balancing and fault tolerance.			
		13. Type of Backup: Should be able to accommodate both SAN and LAN based backup.			
		14. User Interface: Remote Web Interface should be available to access the tape library over Ethernet using any web browser. The user should be able to check system status, run diagnostics, set configurations and manage the system.			
		15. Encryption: The library should provide encryption features.			
		16. Connectivity: Should be able to communicate with the backup server through SAN switch. It must be configured, connected, and installed with supplied SAN Switches & Server.			
		17. Management: Tape library shall provide web-based remote management. Should provide automated and remote management of tape media within the library.			
		18. Barcode Reader: Tape library must be able to read Barcode labels of tape cartridges.			
		19. LTO-9 Ultrium Cartridges: 20 Nos. LTO-9 or higher cartridges for data and 4 cleaning cartridges to be supplied. Barcode labels for all the cartridges must be supplied by the			

		bidder.			
		20. Cables/Connectors: All necessary connectors/cables, etc. for installation of the equipment to be provided. Min 2 Extra cables/connectors are also to be provided.			
		21. Power Details: Complete power requirement details of the equipment.			
		22. Mail Slot: Removable magazines with minimum 5 or more user-configurable mail slots.			
		23. Licensing: Bidder must provide all the necessary licenses.			
		24. Others: The successful bidder must supply any additional hardware/ equipment/ device for establishing communication between Tape Library and the SAN Switch if required.			
		25. Transceivers and OFC cables: All necessary transceivers for Tape Library end and fiber optic cables must be supplied by the bidder.			
10	Standalone LTO Tape Drive with SAS connector	1. Standalone LTO Tape Drive (LTO 9) with SAS connector			
		2. LTO 9 Cartridge: 20 nos.			
11	SAN	1. Make & Model: Vendor must mention unique make and model of the quoted product.			
		2. Controller and architecture: The proposed storage must be equipped with dual active-active controllers with No Single Point of Failure.			
		3. Cache: The system should have a minimum of 128 GB of cache/ system memory across dual controllers. The cache should be persistent across all controllers offered.			
		4. Power supplies and FAN: Dual redundant			
		5. Data Availability: The proposed storage must have minimum 99.999% data availability guaranteed architecture and overall uptime of 99.999%.			
		6. Capacity, Scalability and Performance: a. Storage Array must be offered with **SAS disks with minimum of 80 TB** usable capacity and configured in RAID 6 or equivalent RAID with dual parity from day 1. Storage Sizing Document should be shared by the OEM of Storage. b. The SAS disks must be of minimum 10K RPM. c. Offered storage must be scalable to minimum 500TB usable at same RAID.			
		7. Host Ports and Back-end Ports: a. Offered Storage array must have minimum of 8 x 32 Gbps Fibre Channel ports. b. Offered Storage array must have minimum one 1 GbE base-T ethernet port for management purpose.			
		8. Global Hot Spare: a. Offered Storage Array must support distributed/dedicated Global hot Spare for offered Disk drives. b. Global hot spare must be configured as per industry practice.			
		9. Storage Encryption: a. The proposed solution must support storage encryption. b. Appropriate encryption licenses must be provided by the vendor.			
		10. Storage Features: a. Should support non-disruptive online firmware upgrade for controllers & disk enclosures. b. Should include proactive diagnostics, performance monitoring & remote management. c. Support for Operating System Platforms (Windows and LINUX etc.) & Clustering			
		11. Storage Management Software: Should provide GUI based storage management software to configure and manage the storage space, RAID configuration, logical drives allocation for the total supported storage capacity.			
		12. Licenses: All Licenses required to enable all the functionalities as per solution requirement shall be provided by the vendor.			

		13. Others: The storage offered should be of latest generation with newer technology. Vendor shall provide all cables & accessories for storage connectivity			
12	SMART RACK (Micro Data Centre Rack)	1. It is required to deploy the Micro Data Centre Solution for Critical IT Equipment.			
		2. Site conditions require that the entire Micro Data Centre Solution to be delivered in CKD (Completely Knock-Down Condition) and Complete System to be assembled at site.			
		3. The required solution comprises of Single Racks of 42U Height (Min) each having effective total mounting space of minimum 42U per Rack available for User IT Equipment.			
		4. The solution should be incorporating in-built redundancy for Power and Cooling in line with the requirements under Tier III guidelines.			
		5. Other supportive utilities and services like Fire Detection & Suppressant, Electrical DB, Environment Sensor, Power Monitoring Sensor, Monitoring System, Rack Access Control and Security should be provided in Micro Data Centre Solution. Automated NOVEC 1230 / FK5112 Based Fire suppression unit to be mounted inside a separate cabinet as per NFPA 2001 Guideline.			
		6. Solution provided should have integrated Rack Side Mounted (Zero U in row) - Self-contained Split Type Cooling Unit of minimum 20kw (cooling capacity) with 5500 CMH with a horizontal airflow designed for cooling the racks with 24X7 operations in all respect. The vendor must provide detailed design of cooling solution considering the cooling requirement for each hardware. The compressor should be equipped with an environment-friendly refrigerant (R410A), and a DC brushless type arrangement with variable capacity operation of 30% to 100%. Inbuilt Heater and Humidifier in each unit. Precision Air Cooling solution should be of >20kW capacity @45°C ambient temperature with return air temperature of 35°C & supply air temperature of 22°C ± 1°C. OEM Software selection sheet to be submitted along with the bid.			
		7. EC Fans should be used for overall efficiency. These fans should be site replaceable as may needed for servicing. Variable speed is effectively implemented in line with the industry-standard best practices.			
		8. Inbuilt UPS within the rack with minimum capacity of 15 kVA and suitable batteries to provide minimum 1 hour (31,200 VAH) of power backup by each UPS in high availability. However, the capacity must be designed according to the solution. The vendor must provide detailed design of UPS considering power consumption details of each hardware to be kept on the rack. UPS Battery Bank Will be placed at the nearest room separated by 1 common wall.			
		9. The PDUs must be included based on the hardware mentioned in the solution.			
		10. Remote health monitoring - The self-contained rack must support for SNMP based remote monitoring of the following of its health parameters: a. Temperature within the rack b. Humidity within the rack c. UPS and battery status d. PAC Status (Precision AC)			
		11. All the components of the self-contained rack : UPS, cooling and PDU monitoring system along with temperature & humidity sensor and the rack itself must be of same make with CE certification or tested by third party agency for applicable industry standards i.e. EN 62368-1: 2014. The self-contained rack must be a commercial off-the self-product of the OEM. The self-contained rack must not be an assembled product built from discrete components available in the market.			
		12. Safety, Security & Access Control: Rack based Biometric Access Control System shall be provided to serve the objective of allowing access to authorized personnel only. The front & rear rack doors will be provided with magnetic locks. Front door will operate on fail-safe principle through one common Biometric access control system.			
		13. Environmental Controls: Intelligent Integrated rack should include basic environmental controls: Smoke Detector, Water Leak Detection system, Temperature & Humidity Sensor with			

		display with 6 Temp. sampling point per rack, Door Sensor, Alarm beacon. The monitoring unit should support basic protocols like Telnet, SSH, FTP, SFTP, HTTP, HTTPS, NTP, DHCP, DNS Server, smtp, TCP/IP4. It should support network interface of 10/100M self-adaptable Ethernet ports. The monitoring unit should support IPMI protocol to enable feature to Access server Service Processor.			
		14. UPS backup for precission AC of SMART Rack during power cut-off. The Bidder Must provide 1* 30 KVA UPS to run The PAC for continuous cooling. The UPS must have 48900 VAH or higher battery bank. The features should include - Widest input range, Fully Digital twin DSP controlled, Double conversion & IGBT based PWM Inverter, 0.9 output power factor to deliver more active power, High overload capability of static bypass, Build in Maintenance bypass, Facility for remote viewing. Nominal input& output voltage: 380/400/415 Vac 4-wire plus ground; Input voltage range: 323 to 478 Vac. Overload capability: 101-110%, 60minutes; 111-125%,10minutes; 126-150%, 1 minute. 1 Year on site OEM warranty for UPS & Battery.			
		15. 1 (one) Year On site OEM warranty.			
13	Fireproof Case for LTO Cartridges	1 no. Fireproof case for LTO Cartridge (Godrej Centiguard 560 (89L) (Height: 75 Inch, Depth: 58.7 cm, Width 58 cm)			
14	SPLIT AC	1. Two (02) nos. SPLIT AC of 1.5 Ton capacity to be provided by Bidder for maintaining temperature in the UPS Battery room adjacent to Server room.			
		2. Bidder should be responsible for maintaining temperature in the UPS Battery room according to the requirement.			
		3. 1 Year On site OEM warranty			
Terms & Conditions					
A. Warranty Terms					
1. One (01) year of comprehensive OEM warranty for supplied solution shall be provided by the vendor against any manufacturing defects or malfunctions. The warranty period will start from the date of successful commissioning of the solution with highest level of support available at Duliajan with the OEM.					
2. During the warranty period, successful bidder shall provide on-site service for preventive & corrective maintenance of all hardware and software supplied including replacement of defective parts without any extra cost to OIL.					
3. The vendor shall supply and install all upgrades released for the supplied software /firmware during the warranty period, at no extra cost to OIL.					
4. In case of Dealer, certificate of OEM should be attached that OEM will provide support directly or through the particular dealer during the warranty period and Pro/advance support Service with 24x7x365 Next Business Day (NBD) on-site service.					
5. Critical spares must be kept onsite for any break-down / malfunctioning of the systems. If, for any reason, the vendor fails to provide services / replacement within 2 successive days from the date of reporting, the period of warranty shall be extended by that many numbers of days, at no extra cost to OIL.					
6. The warranty should cover all free service and free spare parts, excluding consumables.					
7. During the warranty period a resident service engineer needs to be deputed onsite. The personnel must be capable for maintenance and administration of supplied VDI solution.					
8. Bidder will have to arrange its own transport and accommodation for its service personnel/ technicians at Duliajan during Warranty Period.					
B. Scope of Work during Warranty Period:					
1. The vendor will be fully responsible to deploy the manpower for onsite support service during warranty period as per support personnel clause.					
Onsite support services must cover the following:					
a. Maintenance administration, and management of the software, and the hardware and software components of the supplied VDI solution and the other supplied hardware components including Split AC and UPS.					

b. Any reinstallation/reconfiguration required at any future point in time.			
2. Preventive Maintenance			
The vendor must carry out system health check of the supplied solution and the backup software. A periodic report/on-request report must be provided to OIL with the details of the Preventive Maintenance.			
3. Periodic Checks			
The vendor must carry out periodic software and firmware upgrades of the supplied solution. Any corrective bug fixes or patches for the supplied solution must be applied by the vendor. All such upgrades must be carried out with prior approval from OIL. A periodic report/on-request report must be provided to OIL with the details of the Periodic Checks. The service engineer should have to take regular backup of the projects in LTO drive as per advice of OIL officials.			
4. Problem Management			
The vendor shall develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its reoccurrence. It shall help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution. A periodic report/on-request report must be provided to OIL with the details of the Problem Management.			
5. **Availability Management**			
The vendor shall define the processes/ procedures which ensure the service delivery. A periodic report/on- request report must be provided to OIL with the details of the availability parameters.			
6. Performance Management			
The recording, monitoring, measuring, analyzing, reporting, and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the solution within the scope of this initiative. System tuning and optimization is an inherent part. A periodic report/on-request report shall be provided to OIL with the details of the performance parameters.			
7. Management of hardware and software as and when upgrades are available.			
a. Firmware upgrade of all supplied hardware components.			
b. Analysis of hardware issues and their resolution.			
c. Periodic patch update and upgrade of OS as and when available.			
8. **Expansion of the setup:**			
During the warranty period, the setup may be augmented by the addition of new components. The vendor shall be responsible for integration of these components with the supplied solution.			
9. The support calls/tickets against the OEM warranty/subscription for Backup software and the supplied hardware will be managed by the resident service engineer. The resident service engineer will also be responsible for the regular follow-ups for all Warranty related issues until the reported incident is resolved and for any post resolution activities. All communication against the incidents/tickets shall be marked to the email ID provided by OIL. Support calls have to be resolved during the warranty period as the responsibility of the resident service engineer.			
10. The vendor will be responsible for conducting quarterly/half yearly review meetings with OIL team. The resident service engineer shall coordinate the meeting.			
C. Support Personnel during Warranty Period			
1. The vendor must provide a resident service engineer during warranty period.			
2. The resident service engineer will be onsite at G&R department, Duliajan, Assam from day one of the installation during 1 year warranty period. Total duration of onsite availability of resident service engineer (including 1 year warranty + 4 years AMC period): **5 years.** The resident service engineer will be associated with the L2 engineer (OEM) throughout the duration of installation and commissioning. The resident service engineers should be available onsite during the OIL office hours and should also be required to be physically available for urgent work after the regular office hours.			
3. Qualifications of resident service engineer - The bidder must ensure that the resident service engineer is properly trained prior to his selection for performing the O&M services under this contract. The resident service engineer should be at least a graduate and must have at least three (3) years of experience of working in			

VMware server virtualisation technology. CV along with copies of the qualification certificates should be submitted to OIL.			
4. If the resident service engineer wants to avail leave, the bidder must provide a suitable replacement respectively. If the service engineer remains unavailable without prior formal intimation to OIL, penalty would be levied as per Penalty Clause.			
D. Penalty Terms during Warranty:			
1. In case of failure of any item during the warranty period, it shall be the supplier's responsibility to arrange replacement / repairing at site at their cost including customs, freight, etc. within a period of maximum one (01) week from the date of notification of such failure and warranty for such items shall be extended accordingly.			
2. The defective parts during the 01 (one) year warranty period should be first repaired/replaced and only then the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under warranty and services within the stipulated period will attract penalty as mentioned below. In case bidder fails to repair or replace a defective part(s) under warranty services clause, within 72 hours from the time of reporting the breakdown, a penalty @ 0.5% of PO value per week subject to a maximum of 5 % of PO value shall be levied. If for any reason, the bidder fails to provide services within seven (07) successive days from the date of reporting, the period of warranty shall stand extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty as mentioned. This penalty amount shall be recovered from Performance security amount submitted by the successful bidder.			
3. In case the resident engineer remains unavailable without prior formal intimation to OIL, the period of warranty shall be extended by that many numbers of days, at no extra cost to OIL.			
Installation and Commissioning			
A. General Installation and Commissioning Terms			
1. Installation and commissioning (I&C) cost must be quoted separately.			
2. Installation and commissioning of the entire solution shall be completed within 60 days from issuance of site clearance report from OIL.			
3. The bidder will be responsible for design, installation, configuration and integration of the solution as per OIL's requirements fulfilling all Tender specifications.			
4. The bidder shall ensure that Installation and Commissioning of the solution must be carried out by the OEM personnel on-site. The OEM must be involved with the bidder throughout the installation and commissioning activity.			
5. All the hardware supplied must have the latest firmware.			
6. All interconnecting cables, power cables, auxiliary software and any other accessories/services required for successful I&C must be supplied by the bidder.			
7. IT/ Rack cabling and Management - The bidder will be responsible for proper tagging of all components of the solution. All interconnecting cables should be armoured to ensure protection against rodent attacks. Necessary cable ties, cable channels and cable lacing cord, tag marker etc. must be supplied by the bidder.			
8. The bidder must provide Installation and commissioning documentation after successful I&C of the solution. The document must detail the steps followed for configuring the solution. Elaborate schematic diagrams and step-by-step procedures shall be provided for Day-to-Day operations. Design document to be also referred for preparation of this document and deviations, if any, must be clearly documented. This document will be referred to in UAT.			
9. **Project Implementation Team**: The vendor must deploy onsite at least one qualified and experienced L2 Engineer (OEM) along with a resident service engineer for installation and commissioning of the solution. Duration of onsite availability of L2 engineer (OEM) : from the beginning of the project until successful conclusion of Installation and Commissioning **Qualifications of L2 engineer (OEM)** - The L2 engineer should be at least a B.Tech/B. E graduate. The L2 engineer should have minimum 2 years of working experience and knowledge of virtualisation and migration technologies such as P2P and P2V and should be familiar with storage solutions. The L2 engineer should be			

certified by the OEMs. The L2 engineer must have experience of working on installation & commissioning of Rack servers, SAN storage, Tape Library, NAS server, etc. as specified in the Tender. If the service of the engineer is not satisfactory, OIL will have the discretion to ask for suitable replacement and the vendor shall provide the replacement immediately. CV along with copies of the qualification certificates should be submitted to OIL.			
10. The Installation and commissioning of the solution shall be deemed complete when all of the following requirements are met: a) Completion of delivery of all the items. b) Completion of all activities given under 'Installation and Commissioning Terms'. c) Completion of installation, configuration and integration by respective OEM Personnel d) Completion of installation of software applications on the designated hardware, in coordination and mutual agreement with the respective software vendors. e) Submission and OIL's approval for all project deliverables as per the tender requirements. f) Successful completion of User Acceptance Test (UAT) and submission of UAT report endorsed by OIL's authorized representative. g) Project Implementation team- details of L2 Engineer and Resident Engineer. Submission of detailed profiles of assigned L2 Engineer and Resident Engineer h) Onsite Support Services (during 1 year warranty & 4 years AMC periods) - details of resident service engineer. i) Submission of OEM Warranty certificates and OEM subscription documents or any other relevant documents from OEM which proves the Warranty and subscription end dates.			
11. Security:			
The bidder shall be responsible for implementing and maintaining the security of all supplied hardware and installed software. This shall include but not be limited to: (i) applying the latest security patches; (ii) configuring secure administrative access;(iii) enabling and monitoring system and audit logs; (iv) implementing OEM-recommended baseline security settings. The bidder shall also ensure security compliance during the warranty and support period, including timely patch updates, mitigation of identified vulnerabilities, and adherence to applicable organizational security policies.			
12. Installation of G&G Software:			
The bidder shall be responsible for coordinating with OIL's existing G&G software vendor(s) for installation, configuration, compatibility testing, and successful commissioning of their respective applications on the new server and associated hardware infrastructure. All necessary support, resources, and system-level changes required for smooth integration of these software applications must be provided by the bidder at no additional cost.			
Annual Maintenance Contract (AMC) terms and Conditions			
1. Four (04) years of comprehensive Annual Maintenance Contract (AMC) for the supplied solution will start immediately after successful completion of warranty period. A separate offline contract will be awarded to the successful vendor.			
2. The vendor must submit OEM service certificates for highest level support (equivalent to warranty) available at Duliajan from OEM for the supplied solution starting immediately after successful completion of warranty period and covering the entire AMC period.			
3. All services under AMC have to be provided on site. The vendor shall supply and install all upgrades / firmware released for the supplied software /hardware during the AMC period, at no extra cost to OIL.			
4. During the AMC period a resident service engineer needs to be deputed onsite. The personnel must be able to maintain the entire setup as per scope of work of AMC. Critical spares must be kept onsite for any break-down / malfunctioning of the systems.			
5. Bidder shall confirm that their OEMs should provide support and assurance for all the solutions during the entire 4 years AMC period. This includes also AMC for split AC, UPS and Batteries.			
6. The vendor will be fully responsible to deploy the manpower provided during AMC as per support personnel clause of AMC. AMC covers the following: a) Maintenance and administration of all the hardware and software components of the setup.			

b) Administration and management of the complete infrastructure including compute virtualization, storage virtualization, etc. c) Any reconfiguration required at any future point of time.			
7. Preventive Maintenance The bidder must carry out OEM tool-based system health check of the entire setup. This checkup would cover all components of the server including software and hardware, NAS, ToR, SAN and management switches, Tape Library and LTO tape drive, Thin Clients. The tool should also report all the non-conformance to best practices. A periodic report/on-request report should be provided to OIL with the details of the Preventive Maintenance.			
8. Periodic Checks The bidder should carry out periodic firmware upgrades of all components of the setup including software-defined storage and server virtualization, NAS, ToR and management switches. Any corrective bug fixes or patches in the operating systems must be applied by the bidder. All such upgrades must be carried out with prior approval from OIL. A periodic report/on-request report should be provided to OIL with the details of the Periodic Checks.			
9. Problem Management The bidder shall develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its reoccurrence. It should help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution. A periodic report/on-request report should be provided to OIL with the details of the Problem Management. For any incident, OIL personnel will intimate the problem to the resident service engineer and thereafter, the support tickets will be created by the onsite resident service engineer for immediate resolving the issues. A periodic report/on-request report should be provided to OIL with the details of the work done against the checks.			
10. Availability Management The Bidder shall define the processes/ procedures which ensure the service delivery. A periodic report/on- request report must be provided to OIL with the details of the availability parameters			
11. Performance Management The recording, monitoring, measuring, analysing, reporting, and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the solution within the scope of this initiative. System tuning and optimization is an inherent part. A periodic report/on-request report should be provided to OIL with the details of the performance parameters.			
12. Management of hardware of the setup a) Firmware upgrade of all hardware components b) Upgrade of OS patches and bug fixes. c) Analysis of hardware issues and their resolution.			
13. Management of virtualized platform a) Upgrade of virtualization software patches and bug fixes b) Upgrade of patches of all the components of software platform including server virtualization and software-defined storage.			
14. The support calls/tickets against the OEM warranty/subscription will be managed by the onsite support engineer. The onsite support engineer will also be responsible for the regular follow-ups till the reported incident is resolved and for any post resolution activities. All communication against the incidents/tickets should be marked to the email ID provided by OIL. The vendor would be responsible for conducting quarterly/ half yearly review meetings with OIL team. The account			

support manager should coordinate the meeting.			
15. Payment for AMC shall be made on quarterly basis at the end of the period after successful completion of quarterly period.			
16. Service Level Agreement (SLA) Timelines The selected bidder shall adhere to the following SLA timelines during the AMC period: a. Response Time i. Critical Issues (e.g., complete system failure or system down): Within 4 (four) hours of reporting. ii. Major Issues (e.g., partial system degradation or partial system impact): Within 8 (eight) hours of reporting. iii. Minor Issues (e.g., performance issues, warnings): Within 24 (twenty-four) hours of reporting. b. Resolution Time i. Critical Issues: Within 48 (forty-eight) hours from time of reporting. ii. Major Issues: Within 72 (seventy-two) hours from time of reporting. iii. Minor Issues: Within 7 (seven) days from time of reporting.			
17. Hardware Replacement Any defective hardware component (including but not limited to nodes, Disk Drives, RAM, power supply units, etc.) must be replaced and made functional within 7 (seven) calendar days from date of issue diagnosis. Failure to replace within stipulated time shall attract a penalty of INR 2,000 (Rupees Two Thousand Only) per day per component beyond the 7-day period.			
18. Penalty for Delay in Resolution Delay in issue resolution beyond the above timelines shall attract a penalty as follows: i. First instance in a quarter: 2% (two percent) of the total Quarterly AMC invoice value. ii. Subsequent instances within same quarter: 5% (five percent) of the total Quarterly AMC invoice value for each instance.			
19. System Uptime Commitment - The system shall maintain minimum 99.5% uptime on a quarterly basis. - In case the uptime in any calendar month falls below the specified threshold, a penalty shall be imposed at the rate of: (100 – Actual Uptime %) × 1% of quarterly AMC Value.			
B. Support Personnel during AMC period			
1. The bidder should provide a resident service engineer during 4 years AMC period.			
2. The resident service engineer will be onsite at G&R department, Duliajan, Assam from day one of the installation during 1 year warranty period and 4 years AMC period. Total duration of onsite availability of resident service engineer: 5 years. The resident service engineer should be available onsite during the OIL office hours and should be available on call after the regular office hours for any urgent work.			
3. Qualifications of resident service engineer - The bidder must ensure that the resident service engineer is properly trained prior to his selection for performing the O&M services under this contract. The resident service engineer should be at least a graduate and must have at least three (3) years of experience of working in VMware server virtualisation technology. CV along with copies of the qualification certificates should be submitted to OIL.			
4. If the resident service engineer is not satisfactory, OIL will have the discretion to ask for suitable replacement and the bidder shall provide the replacement within one week.			
5. If the resident service engineer wants to avail leave, the bidder must provide a suitable replacement respectively. If either of the engineers remain unavailable without prior formal intimation to OIL, the period of AMC shall be extendable by that many numbers of days of absence, at no extra cost to OIL.			

AB. Special Terms and Conditions			
A. General Terms			
1. The bidder shall quote for all the items as specified in tender. Partial offers will be considered as non-responsive and will be rejected.			
2. The bidder must provide unpriced bill of materials and services (with details of make, model and quantity for each of the item) along with the bid. This must include additional software/feature licenses needed to meet the solution requirements.			
3. The bidder must provide technical details of their offered solution by filling in the bidder's Response Sheet. The bidder must ensure that information is complete and correct.			
4. The bidder must submit relevant product brochure/manual/OEM documentation for all the quoted items. Technical scrutiny to determine compliance of the quoted items against the specification given in the tender will be done based on submitted product brochure / manual / documentation along with the information given by the bidder in bidder's Response Sheet.			
5. All the technical requirements of the tender must be met in totality by the quoted items as on bid closing date.			
6. Bidder shall confirm that their OEMs will provide support during the entire duration of the warranty (1 year). During this period, an experienced resident service engineer needs to be deputed onsite, who can maintain and monitor the solution.			
7. After successful completion of warranty period, there will be comprehensive 4 years Annual Maintenance Contract (AMC) for the supplied solution as per AMC terms. During this period, an experienced resident service engineer needs to be deputed onsite, who can maintain and monitor the solution. OEMs should provide support and assurance during the 4 years AMC period. For such AMC, a separate offline contract outside GeM shall be entered into based on the rates quoted by the successful bidder in GeM portal			
8. Bidder must deploy onsite a qualified and experienced professional (L2 Engineer (OEM)) as a single point of contact for the project during the period of installation and commissioning.			
9. The proposed solution must have minimum of five years of end of support from the date of original bid closing. Respective OEM documentation to this effect must be submitted along with the bid. OEM's declared end-of-support literature must mention the availability of Hardware spares for next five years.			
10. The proposed solution should be scalable in future without any performance degradation.			
11. A pre-bid conference for this tender will be held in Duliajan to discuss queries/amendment requests with prospective bidders. The bidder must submit queries/amendment requests to OIL by E-mail at least five days prior to Pre-bid conference. Date and venue of the pre-bid conference shall be notified later.			
12. The bidder has to make his own arrangements for transportation and accommodation of its personnel when visiting OIL's office within the scope of the solution. All expenses of vendor's personnel during execution of the job/contract/order/scope of work shall be to the vendor's account.			
13. The Bidder must provide a declaration of available highest-level support from respective OEMs as per **PROFORMA-ID** mentioning the highest level of support available for Rack Servers, NAS, SAN storage, Thin Clients, ToR/ Management/ SAN Switch, LTO Tape Drive and Tape Library for the Warranty and AMC periods. Sample Format of PROFORMA-ID has been enclosed in the tender.			
14. Bidder must provide the **Manufacture's Authorization Letter (MAF) and** the Undertaking of Authenticity from respective OEMs (**Annexure-I**).			
15. The cost against the onsite support service should not include any cost of the warranty/subscription of the hardware and software. It may be noted that the subscription/warranty charges are to be quoted in the respective line items of the hardware and software.			
16. Bidder must assign "Account Support Manager" as a single point of contact for Onsite Support Service after successful installation and commissioning.			
17. The solution provided must NOT be based on Converged Infrastructure (CI)/ Integrated appliance (Relevant technical brochures to be enclosed.)			
18. The bidder shall be responsible for installing the required software applications on the designated hardware, in coordination and mutual agreement with the respective software vendors.			

B. Scope of Work			
The scope of the work involves the following: I. Supply of hardware, software, necessary licenses and documentations II. Installation, integration, commissioning and user acceptance testing III. Comprehensive OEM warranty of 1 year from the date of commissioning for the entire solution as per warranty terms.			
C. Delivery Terms			
1. Delivery of items must be completed within **60 days of placing the purchase order**. Installation and commissioning of the entire solution shall be completed within 60 days from issuance of site clearance report from OIL.			
2. The bidder must provide soft copy or hard copy of the OEM product documentation and configuration manual at the time of delivery			
3. The bidder must provide list of supplied inventory along with OEM serial number/service tag at the time of delivery.			
4. All the required software licenses must be provided in soft or hard copy at the time of delivery.			
5. All the supplied software licenses must be perpetual in nature without any requirement for renewal.			
D. User Acceptance Test (UAT)			
1. The bidder shall carry out Acceptance Tests for the supplied hardware and software in the presence of OIL personnel.			
2. After completion of UAT, the bidder shall submit detailed UAT report to OIL (Annexure-II).			
E. Confidentiality Agreement Terms			
1. OIL Confidentiality and Non-Disclosure Agreement (NDA) will be applicable.			
2. The bidder must submit Non-Disclosure Agreement as per given format duly filled, signed & Sealed by the authorized signatory of the bidder.			
F. Payment Terms			
1. Payment against the Hardware and software cost of the solution (**Server with virtualized environment with VDI**) including 1 year warranty will be as per the following schedule: 80% - After delivery of material (hardware, software and licenses) 20% - After successful completion of installation and commissioning.			
2. Installation and commissioning charges will be paid on submission of invoices after successful commissioning of the solution.			
3. Payment for AMC shall be made on quarterly basis at the end of the period after successful completion of quarterly period. Any penalty levied during the AMC period shall be deducted from the payment for that period, as per the AMC penalty clause.			
G. Liquidated Damage			
Refer to “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement.			
AC - GENERAL TERMS AND CONDITIONS.			
1. The Bidder shall submit their bid in tabular form as per Annexure – I: Technical Specification & Annexure – III: Bid Evaluation Criteria above.			
2. Bidder to sign and submit completely filled up Technical Evaluation Matrix for Bid evaluation criteria and Technical specification.			
3. Bidder should categorically confirm in the technical bid to deliver the items as per delivery schedule mentioned in the tender.			
4. Delivery: Materials must be delivered within delivery date mentioned in the tender. Unloading at Oil India Limited, Duliajan, Assam: All the Goods in the GeM shall be offered on Free Delivery at Site basis including unloading. HOWEVER, OIL SHALL PROVIDE CRANE FOR UNLOADING OF ITEMS ONLY. Supplier shall depute adequate crew, who has experience of unloading of items at Destination (Duliajan) with necessary safety gears i.e. helmet, safety boots, hand gloves etc. at unloading point. The safety of the crew deputed by the supplier shall entirely be the responsibility of supplier and therefore they shall			

take all necessary measures/precautions to ensure that no injuries occur to personnel or property. Supplier must ensure that the crew involved for unloading are properly trained on the procedures and aware of the potential hazards while handling the items.			
5. The bidder should indicate the name of the manufacturer, the country of origin and port of dispatch of the materials.			
6. Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.			
7. Any statutory variation (increase/decrease) in the rate of Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate after the expiry of the scheduled date of delivery shall be to the supplier's account. Any decrease in Excise duty/Sales tax/ GST / Customs Duty or any statutory levy and Exchange rate shall be passed on to OIL.			
8. Order of Precedence- In the event of any conflict between the clauses of documents of the tender, following order of precedence shall apply: 1. BEC / BRC. 2. Technical specifications. 3. Special terms and conditions. 4. General terms and conditions. 5. Special conditions of contract (SCC). 6. GeM General terms and conditions (GCC).			
9. As per MoPNG notification no. FP-20013/2/20 l 7-FP-PNG-Part (4) (E- 41432) dated 26.03.2024, Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall not be considered in local content calculation for the tendered item. Bidders to take note of the same while calculating Local content for the tendered item.			
10. Clarification of Bids / Shortfall Documents. During evaluation and comparison of bids, OIL may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by email/registered/speed post, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his bid will be evaluated based on the submission. Depending on the outcome, such bids are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.			

BID EVALUATION CRITERIA (BEC)			
A.1 BEC (TECHNICAL)			
1.0 BIDDER'S QUALIFICATION:			
1.1 The bidder shall be an Original Equipment Manufacturer (OEM) and shall be in business for at least **5 nos. of years** preceding the original BC date of this tender. **NOTE:** a. Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid. b. The date of PO submitted should be within 2 years preceding the original BCD of the tender. **or**			

1.2 The bidder shall be a Sole Selling Agent/ Dealer/ Distributor/Supply House of OEMs of the mentioned order and the proposed Sole Selling Agent/ Dealer/ Distributor/Supply House shall be in business for at least **5 nos. of years** preceding the original BC date of this tender. **Note:** a. A valid Authorization letter with back up warranty from OEM confirming the bidder's status as their authorized Sole Selling Agent/Dealer/Distributor/Supply House (as the case may be, should be submitted with the bid). The authorization letter must be duly sealed and signed by the OEM on their official letter head. b. The authorization certificate/letter shall be valid for the entire period of execution of the order. The authorization certificate/ letter shall be provided for the item nos. 1 to 12 mentioned in the BOM of the order. The bidder shall categorically confirm in their technical bid that there will be no change of the proposed OEM after submission of the bid.			
2.0 BIDDER'S EXPERIENCE:			
2.1 Incase the Bidder is an **OEM** – 2.1.1. The bidder shall have the experience of successfully executed SIMILAR Order for supply, Installation and commissioning of one (1) no. of tendered item, in the last **five (05) years** reckon from the original BC date of this tender to any E&P company or service provider to an E&P company. Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid. or 2.2 In case the bidder is a sole Selling Agent/Dealer/Distributor/Supply House of Original Equipment Manufacturers (OEMs) – 2.2.1 The bidder shall have the experience of successfully executed SIMILAR Order for supply, Installation and commissioning of one (1) no. of tendered item, in the last **five (05) years** reckon from the original BC date of this tender to any E&P company or service provider to an E&P company as a Sole Selling Agent/Dealer/Distributor/Supply House of OEM. Documentary evidence in this regard must be submitted as per **para 2.3** along with the bid. 2.2.2 The bidder must meet the experience criteria set out in para **2.1.1 or 2.2.1 above** and documentary evidence in this regard must be submitted along with the technical bid as per para 2.3.			
2.3 **Documentary Evidence** -			
2.3.1 Self-attested photocopies of the following documents must be submitted along with the bid: (a) Purchase Order/ Contract Document/ Work Order showing details of works. AND (b) Satisfactory Supply/ Completion/ Installation Certificate issued by PSUs/Govt. Organization / Public Limited Company for the Purchase Order / Contract mentioned in Note on client's official letterhead with signature & stamp above showing: • Purchase Order Number or Contract number or Contract period • Gross value of job done, etc. 2.3.2 SIMILAR Order executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BRC.			

Notes to Clause above: "SIMILAR Order" mentioned above means - Experience in successful supply along with Installation & Commissioning and implementation of an order of Virtualized Infrastructure Project *(A Virtualized Infrastructure Project is a structured project that transforms physical computing resources such as servers, storage and networks into virtual, software-defined resources, enabling multiple systems to run efficiently on shared hardware*) including Server Virtualization, Storage Virtualization, Network Virtualization, and Overall deployment of the platform.			

Item Checklist

Item No.	Item	UoM	Qty	Complied	Not Complied	Remarks
1	Servers	Nos	4			
2	NAS	Nos	1			
3	Software for Virtualized and VDI Environment	Lot	1			
4	Backup server and software	Lot	1			
5	ToR Switch	Nos	2			
6	Management Switch	Nos	1			
7	SAN Switch	Nos	2			
8	Thin Clients with dual monitors	Nos	20			
9	Tape Library	Nos	1			
10	Standalone LTO Tape Drive with SAS connector	Nos	1			
11	SAN	Nos	1			
12	SMART RACK (Micro Data Centre Rack)	Nos	1			
13	Fireproof Case for LTO Cartridges	Nos	1			
14	SPLIT AC (1.5 Ton)	Nos	2			
15	Installation & Commissioning including 1 year warranty	AU	1			
16	AMC (4 years) - Onsite Support	QTR	16			

GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods:

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

1.2.13 Drawings:

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

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):
Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

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

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

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

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

1.2.20 Month:
Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:
Shall mean calendar year as per Gregorian calendar.

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

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

(A) The Central Goods & Services Tax Act, 2017;
(B) The Integrated Goods & Services Act, 2017;
(C) The Union Territory Goods & Services Tax Act, 2017;
(D) The respective State Goods & Service Tax Acts'
(E) The Goods and Services (Compensation to States) Act, 2017

(F) The Customs Act and the Customs Tariff Act.
(G) Any other applicable Act related to GST

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 Entire Agreement: The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 Amendment in CONTRACT: No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 WAIVERS AND AMENDMENTS:

3.1 Waivers: It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 Change Program: It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 CONTRACT TIMELINE:

4.1 Effective Date of Contract:
The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective

date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

6.1 Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

6.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

6.4 Comply with all applicable statutory obligations specified in the contract.

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

6.6 CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

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

(a) Overall supervision, co-ordination and Project Management at site.

(b) Proper and optimum utilization of equipment and services.

(c) Monitoring of performance and progress

(d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.

(e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

(f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

(a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.

(b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.

(c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.

(d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:
CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

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

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

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

10.0 PERFORMANCE SECURITY:

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

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

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

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

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

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

Full address.
Branch Code.
Code Nos. of the authorized signatory with full name and designation.
Phone Nos., Fax Nos., E-mail address.

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

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

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

10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

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

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

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

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

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

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

11.0 **SIGNING OF CONTRACT:**

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

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

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

12.2 Notice of claims:

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPNAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

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

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

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

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

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

12.3.7 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.8 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.9 CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

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

(i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).

(ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).

(iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

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

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

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

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

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

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

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

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

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

12.5 Anti-profiteering clause

12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

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

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

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

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

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

14.5 Certificate of Insurance:

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

a) Kinds and amounts of insurance as required herein
b) Details of coverage
c) Insurance corporation or companies carrying the aforesaid coverage
d) Effective and expiry dates of policies

e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy

f) Waiver of subrogation endorsement has been attached to all policies and

g) The territorial limits of all policies.

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

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

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

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

14.9 Principal Assured

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 Waiver of subrogation:

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

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

14.11 Deductible:

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

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

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

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

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

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause: "In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 On account payment to OIL in case of claim

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

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

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

i) **<u>Workman Compensation and/Employers' Liability Insurance</u>**: Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.

ii) **Commercial General Liability Insurance**: Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability**: Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

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

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

15.0 **<u>LIABILITY:</u>**

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

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

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

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

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

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

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

16.0 **<u>LIMITATION OF LIABILITY</u>**:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY’s right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

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

24.0 SUBCONTRACTING/ASSIGNMENT:

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

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORs, sub-CONTRACTORs (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.

27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.

27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.

27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed `Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

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

27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.

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

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

a) Audited account up to completion of the Contract.
b) Tax audit report for the above period as required under the

Indian Tax Laws.

c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.

d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.

e) Any other documents as required by applicable Indian Laws.

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

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

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

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

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

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

(i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (http://www.epfindia.gov.in).

(a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

1) The furnished information is correct to the best of his knowledge.
2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

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

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

30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

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

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

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

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

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

33.2 Defective work not remedied by CONTRACTOR.

33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.

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

i) Order issued by a Court of Law or statutory authority in India.
ii) Income-tax deductible at source according to law prevalent from time to time in the country.
iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

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

34.0 APPLICABLE LAWS:

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

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

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

a) The Mines Act 1952
b) The Oil Mines Regulations, 1984
c) The Employees' Compensation Act, 1923
d) The Code of Wages, 2019
e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
f) The Employees Pension Scheme, 1995
g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
i) Goods and Service Tax Act
j) Customs & Excise Act & Rules
k) Factories Act, 1948
l) Industrial Disputes Act, 1947
m) Payment of Gratuity Act, 1972
n) Environmental Protection Act, 1986 & other pollution control Acts.

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

35.0 LABOUR LAWS:

i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.

ii) No Labour below the age of eighteen [18] years shall be employed on the work.

iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.

v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.

vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the

Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORs hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/ Engineer/Official/Supervisor/Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

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

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

38.0 POLLUTION AND CONTAMINATION:

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

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

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

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

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

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

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

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

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

i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORs and Agents etc.

ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORs, agents etc.

iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORs, vendors, agents etc. of the CONTRACTOR.

iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

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

i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

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

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are

unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

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

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

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

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

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

6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor

had left if both parties consent for the same; otherwise, he shall proceed de novo.

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

8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

    (i) 20%of the fees if the claimant has not submitted statement of claim.
    (ii) 40% of the fees if the pleadings are complete
    (iii) 60% of the fees if the hearing has commenced.
    (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

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

    In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.

12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

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

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

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

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.4 Resolution of disputes through conciliation by OEC

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

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee

("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.

b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).

c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.

d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.

e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.

f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

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

42.5 Exclusions

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

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

44.4 **Termination on account of insolvency**: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

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

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

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

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

44.8 **Termination for delay in mobilization**: CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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