TENDER DOCUMENT

NOTICE INVITING TENDER

Sub: IFB No. DCI1062S26 for *'Hiring of Services for Microsoft Cloud & OnPrem Services.'*

The above tender has been issued to the following limited parties:

(i) M/s. HITACHI SYSTEMS INDIA PRIVATE LIMITED
(ii) M/s. EMBEE SOFTWARE PVT. LTD.
(iii) M/s. SONATA INFORMATION TECHNOLOGY LIMITED
(iv) M/s. SOFTWAREONE INDIA PRIVATE LIMITED

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(Bikramjit Borgohain)

Manager – Contracts (S)

For General Manager-Contracts (S)

For Chief General Manager – Contracts (HoD)

FOR RESIDENT CHIEF EXECUTIVE

OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. DULIAJAN, DIST - DIBRUGARH
ASSAM, INDIA, PIN-786602

CONTRACTS DEPARTMENT
TEL: (91) 374-2808653
E-mail: *contracts@oilindia.in*
Website: www.oil-india.com
FAX: (91) 374-2803549

FORWARDING LETTER

Sub: IFB No. DCI1062S26 for *'Hiring of Services for Microsoft Cloud & OnPrem Services.'*

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced/approved Contractors for the mentioned work/service under **OPEN E-TENDER COMPOSITE BID SYSTEM** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for ***"Hiring of Services for Microsoft Cloud & OnPrem Services."*** One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	**DCI1062S26**
(ii)	Type of Bid	:	Open Indigenous E-Tender, Composite Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

(viii)	Bid Validity	:	Minimum **90 (Ninety)** days from Original Bid Closing Date (OBCD). Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	**Thirty (30) Days** from the date of issue of LOA (Letter of Award). However, the Contractor has to complete all the mobilization activities mentioned in Part-A of mobilization period **within fifteen (15) days** from the date of issuance of LOA. For more details, please refer to Para No. C.2 of SCC of the tender.
(x)	Bid Security/EMD Amount	:	NA
(xi)	Bid Security/EMD Validity	:	NA
(xii)	Amount of Performance Security	:	NA
(xiii)	Validity of Performance Security	:	NA
(xiv)	Location of job		IT Dept, OIL, FHQ, Duliajan, Assam.
(xv)	Duration of the Contract	:	The contract shall remain valid for a period of **03 (three) years** from the date of commencement of the contract i.e. after completion of Part-A of mobilization.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	**Refer Clause No. 4.0** under Part-B of SCC of the tender.
(xvii)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xviii)	Pre-Bid conference	:	**Not Applicable**

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities

operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable**. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **"Only in case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm."**

3.2 Digital Signature Certificate comes in a pair of signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD. will not be responsible.

3.4 For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

3.4.1 Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled bid closing date and time of the tender. For online registration, bidder may visit OIL's E-Tender site - https://etender.srm.oilindia.in/irj/portal.

3.4.2 Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

3.5 Parties, who do not have a User ID, can click on Guest login button in the E-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in and esupport@oilindia.in, Ph.: 0374- 2807171/7192.

3.7 The link for OIL's E-Procurement Portal is available on OIL's web site (www.oil-india.com).

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

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT**: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-V.**

iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy available in OIL's website: www.oil-india.com.

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

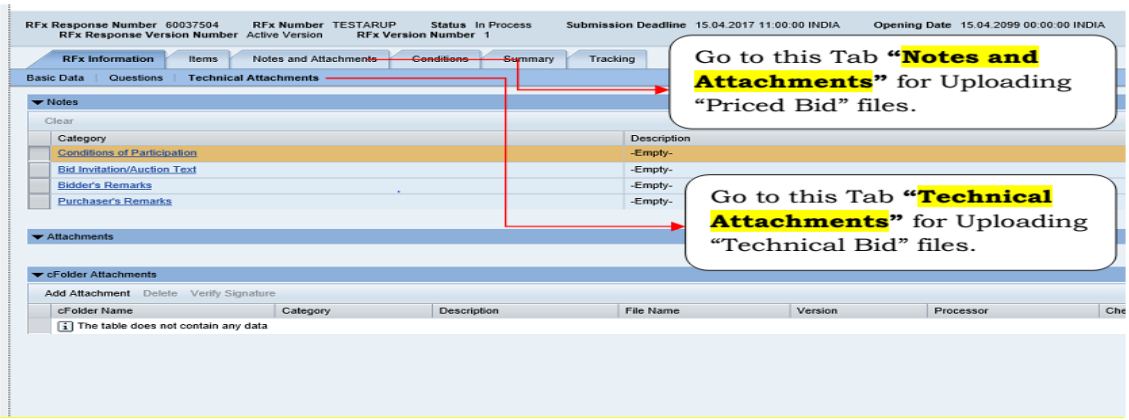
vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

vii) The tender is invited under **COMPOSITE BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only**. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

5.0 **INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide

Integrity Pact, (PART-VI) of the tender document. This Integrity Pact (PART-VI) has been duly signed digitally by OIL's competent signatory. The (PART-VI) has to be returned by the bidder (along with the Un-priced Techno-Commercial 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 has been signed by the bidder's authorized signatory who sign the Bid.

6.0 SCREEN SHOTS



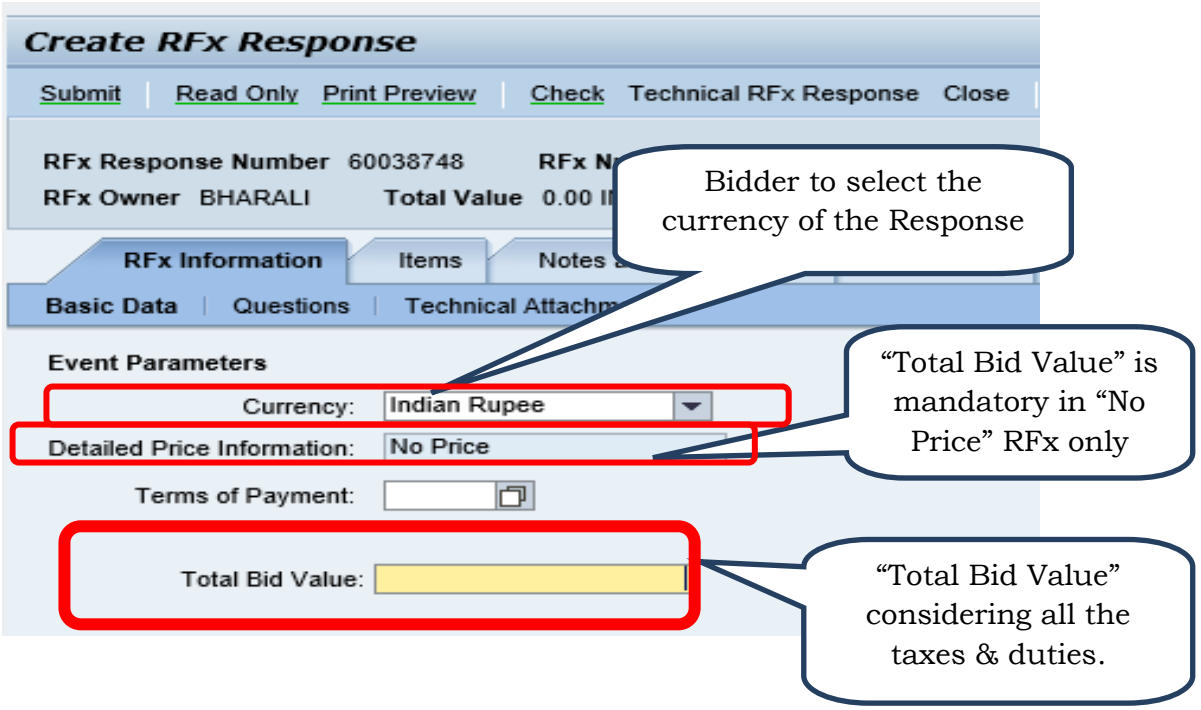
On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above.

Notes:

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

** The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any.For uploading Priced Bid, click on Add Atachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

7.0 **MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE**: For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited against the tender through attachment form under "Notes & Attachment". In such tenders, Bidders must upload their pricing as per the **"Price Bid Format"** under **"Notes & Attachment"** and additionally fill up the **on-line field "Total Bid Value"** under **"RFx Information"** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.



The "Total Bid Value" as entered by the Bidder in the on-line response shall be displayed in the E-tender portal amongst the techno-commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders on the "Total Bid Value" field.
It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format" under "Notes & Attachments" tab page.

8.0 COMMERCIAL EVALUATION

8.1 The bids are to be submitted in **Single Stage Composite Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or technical bid) must comprise of all the documents as asked for in the bid document. Only the Price Bid should contain the quoted price.

8.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected.

8.3 Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.

8.4 Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.

8.5 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

8.6 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

8.7 Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

8.8 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

(i) Firm price
(ii) Bid Security **(Not Applicable for this tender)**
(iii) Period of validity of Bid
(iv) Price Schedule
(v) Performance Bank Guarantee / Security deposit **(Not Applicable for this tender)**
(vi) Delivery / Completion Schedule
(vii) Scope of work
(viii) Guarantee of material / work
(ix) Liquidated Damages clause
(x) Tax liabilities
(xi) Arbitration / Resolution of Dispute Clause
(xii) Force Majeure
(xiii) Applicable Laws
(xiv) Specifications
(xv) Integrity Pact

8.9 Bid received with validity of offer less than **Niney (90) Days** from Bid Closing Date will be rejected.

8.10 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PROFORMA-XVII** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma must be returned by the bidder (along with the Un-priced Techno-Commercial 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.

9.0 PRICE EVALUATION CRITERIA

9.1 Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

9.2 If a bidder quotes Total Charges/Consideration as NIL, the bid shall be treated as unresponsive and will not be considered.

9.3 It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters.

9.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.

9.5 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

9.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e., considering the Total quoted price inclusive of all liabilities and GST.

9.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.

9.8 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lots between the parties offering the same overall lowest price.

9.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

9.10 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

9.11 Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

9.12 For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto 02 (two) decimal places without rounding off for evaluation.

9.13 In case the GST rating of Contractor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by OIL. Further, in case rating of bidder 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 Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

10.0 GENERAL:

10.1 In case bidder takes exception to any clause of bidding document, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders.

10.2 Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.

10.3 Bidder(s) must note that requisite information(s)/financial values etc. as required in the Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected.

10.4 OIL will not be responsible for delay, loss, or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

10.5 Any bidder 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 and will be straightaway rejected.

11.0 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 the provisions of the Act shall attract penal action under the Act.

****

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(BIKRAMJIT BORGOHAIN)
MANAGER-CONTRACTS
For **GM-CONTRACTS (S)**
For **CGM-CONTRACTS (HoD)**
For **RESIDENT CHIEF EXECUTIVE**

Date: 17.01.2026

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

1.1 ~~The eligibility criteria of the bidder are listed under BID EVALUATION CRITERIA – BID REJECTION CRITERIA (BEC-BRC) of the tender document.~~

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

2.0 BID DOCUMENTS:

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

i. A Tender Forwarding Letter.
ii. Instructions to Bidders (ITB)
iii. General Conditions of Contract (GCC): PART-I
iv. Schedule of Work, Unit, Quantities (SOQ): PART-II
v. Special Conditions of Contract (SCC): PART-III
vi. Schedule of Company's Plants, Materials and Equipment (SCPME): PART-IV [Not applicable for this Tender]
vii. Safety Measures (SM): PART–V
viii. Bid Form: PROFORMA-I
ix. STATEMENT OF NON-COMPLIANCE (IF ANY): PROFORMA-II
x. Authorisation for Attending Bid Opening: PROFORMA-III
xi. PROFORMA of Letter of Authority: PROFORMA-IV
xii. Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder): PROFORMA-V
xiii. Integrity Pact: PROFORMA-XVII
xiv. Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)

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

2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

3.2 In case of e-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

5.0 PREPARATION OF BIDS:

5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.

5.2 Bidder's / Agent's Name & Address: Bidders should indicate in their bids their detailed postal address including the Fax / Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.

5.3 Documents comprising the bid: Bids are invited under **Composite Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

(A) Technical Bid (to be uploaded in "Technical Attachments" tab):

a) Bid Security in accordance with Clause No. 9.0 hereunder.
b) Bid Form as per **PROFORMA-I**.
c) Statement of Non-compliance as per **PROFORMA–II**.
d) Integrity Pact, digitally signed by OIL's competent personnel as PART-VI.
e) **PROFORMA-IV** attached with the bid document to be signed by the bidder's authorized representative.
f) All other relevant Undertakings and PROFORMAS as applicable as part of Bid.

(B) Price Bid (to be uploaded in "Notes and Attachments" tab)

The Price Bid Format containing the prices along with the currency quoted and any other commercial information pertaining to the service offered.

6.0 BID FORM: The bidder shall complete the Bid Form and upload the same along with their Technical bid.

7.0 BID PRICE:

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during performance of the Contract and must not be subject to variation on any account, except as otherwise mentioned in the bid document.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other Cess / levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. For example, personal taxes and / or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

~~**8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in BEC-BRC of the tender documents.~~

~~**9.0 BID SECURITY (Not Applicable for this tender)**~~

9.1 ~~The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of Bid Security, pursuant to sub-clause 9.8.~~

9.2 ~~All the bids must be accompanied by Bid Security in Original as prescribed under, for the amount as mentioned in the "Forwarding Letter" of the tender documents:~~

~~a. The Bid Security may be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-V**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker.~~

~~b. Alternately Bid Security can also be paid through Insurance Surety Bond/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS (subject to credit in OIL's account within prescribed time) to designated account of OIL.~~

~~i. If the Bid Security is submitted in the form of Bank Draft, Banker's Cheque,~~

Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.

ii. Bid Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist. Dibrugarh
d	Bank Account No.	**10494832599**
e	Type of Account	Current Account
f	IFSC Code	**SBIN0002053**
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

iii. If the bid security is submitted through NEFT or RTGS mode, details such as **UTR No., Tender No., Bidder's name & Deposited Amount etc.** must be uploaded with the Unpriced Techno-Commercial Bid documents.

c. In case of Bidders submitting Bid Security in the form of Insurance Surety Bond/Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **11.00 A.M** on the bid closing/opening date otherwise bid will be rejected.

d. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.

e. This Bid Security Deposit shall be refunded to all unsuccessful bidders but is liable to be forfeited in full or part, at Company's discretion, as per **Clause No. 12.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

f. Submission of Bid Security in the form of Electronic Bank Guarantee (e-BG): Bidders can submit the e-BG from any of the following banks:

Sl. No.	Bank Name	Sl. No.	Bank Name
1	Axis Bank limited	8	IDFC First Bank
2	Bank Of Baroda	9	Indian Bank
3	Canara Bank	10	Indian Overseas Bank
4	Federal Bank	11	IndusInd Bank
5	HDFC Bank Limited	12	State Bank of India
6	ICICI Bank Limited	13	South Indian Bank
7	IDBI Bank	14	Yes Bank

Beneficiary details for issue of e-BG:

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email ID	Abhay_Kumar@oilindia.in
E	Local Address	Duliajan, Dibrugarh, Assam 786602
F	Registered address	Duliajan, Dibrugarh, Assam 786602

g. **Submission of Bid Security in the form of Insurance Surety Bond**: In case Bid Security is submitted in the form of Insurance Surety Bond (as per **PROFORMA-K**) then the following instructions are to be followed:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. 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.
3. 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.
4. The expiry date and values should be arrived at in accordance with instructions provided in the "Forwarding Letter" of the Tender.
5. The Insurance Surety Bond by bidders will be given from Insurer as specified in the Tender.
6. 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".

7. 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.
8. 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 confirmed by the Company.

h. No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.

Note:

i. Bidders claiming the waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 13.0** below along with technical bid.

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.

9.3 Any bid not secured in accordance with sub-clause 12.2 above shall be rejected by the Company as non-responsive.

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

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

9.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause No. 27.0 below is furnished.

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

9.8 The Bid Security may be forfeited:

a. If the bidder withdraws the bid within its original/extended validity.
b. If the bidder modifies/revises their bid suo moto within its original/extended validity.
c. If the bidder does not accept the contract.
d. If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract.

e. If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

9.9 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited, and the party shall be debarred as per the prevailing Banning Policy of the Company (OIL).

9.10 A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

9.11 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 (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK LTD., Duliajan Branch; IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602.

	Bank Details of Beneficiary	
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	Duliajan
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company name	Oil India Limited
H	SWIFT Code	ICICINBBXXX

~~**10.0 EXEMPTION FROM SUBMISSION OF BID SECURITY**: **(This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order,2012)** In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.~~

~~**a) MSEs Units (manufacturers / Service Providers** only and not their dealers / distributors) are eligible for exemption of Bid Security.~~

~~**b) Central Government Departments and Central Public Sector Undertakings (CPSUs)** are also exempted from submitting bid security.~~

~~Note: Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.~~

~~**c)** Documentation required to be submitted by MSEs: **Refer Clause No. 32.0 below.**~~

11.0 PERIOD OF VALIDITY OF BIDS

11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **90 days** from Original Bid Closing Date.

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

12.0 SIGNING & SUBMISSION OF BIDS:

12.1 Signing of bids:

12.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

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

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

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

12.2 Submission of bids:

The tender is processed under **Composite Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

a) Printed catalogue and literature if called for in the bid document.

b) Any other document required to be submitted in original as per bid document.

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

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

12.2.2 Timely delivery of the documents in physical form as stated in Para 12.2 above is the responsibility of the bidder. Bidders should send the same

through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay / transit loss.

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

13.0 DEADLINE FOR SUBMISSION OF BIDS:

13.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.

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

13.3 The documents in physical form as stated in Para 12.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

14.0 LATE BIDS: Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

15.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has / have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

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

15.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval by a Bidder shall be debarred from participation in future tenders of OIL.

16.0 EXTENSION OF BID SUBMISSION DATE: Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

17.0 BID OPENING AND EVALUATION:

17.1 Company will open the Bids, including submission made pursuant to Clause 12.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an

authorization letter (as per **PROFORMA-III**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.

17.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.

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

17.4 Bids which have been withdrawn pursuant to **Clause 15.0** shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Security Declarations have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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

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

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

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

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

18.0 OPENING OF PRICED BIDS:

18.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.

18.2 In case of two-bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.

18.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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

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

19.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per the guidelines outlined in the Tender Documents.

19.1 Discounts / rebates:

19.1.1 Unconditional discounts / rebates, if any, given in the bid will be considered for evaluation.

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

20.0 CONTACTING THE COMPANY:

20.1 Except as otherwise provided in **Clause 17.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 17.6.

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

21.0 AWARD OF CONTRACT:

21.1 **Award criteria:** The Company will award the Contract to the successful Bidder as per the criteria mentioned in Forwarding Letter of the tender document.

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

23.0 NOTIFICATION OF AWARD:

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

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

23.3 ~~Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 24.0 below, the Company will promptly notify each un successful Bidder.~~

~~**24.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 30 (Thirty) days from the date of issue of Letter of Award (LOA).~~

~~24.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-VII**) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as **PROFORMA-XIII**) must be submitted along with original copy of PBG.~~

~~b. Alternately, the Performance Security can also be paid through Insurance Surety Bond (as per **PROFORMA-L**)/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.~~

~~i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.~~

~~ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:~~

	Bank Details of Beneficiary: OIL INDIA LIMITED	
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist Dibrugarh
d	Bank Account No.	**10494832599**
e	Type of Account	Current Account
f	IFSC Code	**SBIN0002053**
g	MICR Code	786002302
h	SWIFT Code	SBININBB479

If Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

c. **Submission of Performance Security in the form of Insurance Surety Bond:** If Performance Security is submitted in the form of Insurance Surety Bond (as per **PROFORMA-L**) then the following instructions are to be followed:

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

(ii) 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.

(iii) 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.

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

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

(vi) 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".

(vii) 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.

(viii) 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.

d. In case of Bidders submitting Performance Security in the form of Insurance Surety Bond/Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

e. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

24.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

24.3 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.

[Contract No. 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 Ltd., Duliajan Branch, IFS Code – ICIC0000213; SWIFT Code – ICICINBBXXX. Branch Address: ICICI Bank Ltd, Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602. The Bank details are as under:

	Bank Details of Beneficiary	
A	Bank Name	ICICI Bank Ltd.
B	Branch Name	DULIAJAN
C	Branch Address	Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam – 786602
D	IFSC Code	ICIC0000213
E	Unique identifier code (Field 7037)	OIL503988890
F	Company Name	Oil India Limited
H	SWIFT Code	ICICINBBXXX

24.4

~~In case performance security is submitted in the form of Fixed Deposit, the following details must be attached in the form of declaration by the vendor/party for confirmation of Fixed Deposit from the issuing bank.~~

~~Full address of the issuing bank~~
~~Branch Code~~
~~Authorised signatory with full name and designation~~
~~Phone (Mobile) Numbers of the branch~~
~~Email address of the branch~~
~~Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"~~

24.5 ~~To avoid delay in confirmation of Fixed deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue of fixed deposit with the following details directly from **bank's official email id** to Oil India's following e-mail id **(FD_PS@OILINDIA.IN):**~~

~~FD NO.~~	**~~Issue Date~~**	**~~Maturity Date~~**	**~~FD Amount~~**	**~~Beneficiary/ Contractor Name~~**	**~~Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)~~**	**~~FD amount pledged (in ₹) as per bank's books of accounts~~**	**~~Mode of FD Renewal (Auto Renewal/Auto closure)~~**	**~~Remarks (if any) of the issuing Bank~~**
~~A~~	**~~B~~**	**~~C~~**	**~~D~~**	**~~E~~**	**~~F~~**	**~~G~~**	**~~H~~**	**~~I~~**
~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~

24.6 ~~**Submission of Performance Security in the form of Electronic Bank Guarantee (e-BG):**~~

~~Sl. No.~~	**~~Bank Name~~**	**~~Sl. No.~~**	**~~Bank Name~~**
~~1~~	~~Axis Bank limited~~	**~~8~~**	~~IDFC First Bank~~
~~2~~	~~Bank Of Baroda~~	**~~9~~**	~~Indian Bank~~
~~3~~	~~Canara Bank~~	**~~10~~**	~~Indian Overseas Bank~~
~~4~~	~~Federal Bank~~	**~~11~~**	~~IndusInd Bank~~

5	HDFC Bank Limited	**12**	State Bank of India
6	ICICI Bank Limited	**13**	South Indian Bank
7	IDBI Bank	**14**	Yes Bank

BENEFICIARY DETAILS FOR ISSUE OF E-BG

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email ID	bikramjit.borgohain@oilindia.in
E	Mobile No.	8133000372
F	Local Address	Duliajan, Dibrugarh, Assam 786602
G	Registered address	Duliajan, Dibrugarh, Assam 786602

24.7 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

24.8 The Performance Security Deposit will be refunded to the Contractor after 03 (three) months of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

25.0 SIGNING OF CONTRACT:

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

25.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. In case the Bidder fails to sign the contract or submit the

Performance Security within the stipulated time as defined in the tender document, Oil India Limited will suspend the Bidder for a period of two years without conducting any enquiry.

26.0 CREDIT FACILITY: Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government to Government credits indicating the applicable terms and conditions of such credit.

27.0 MOBILIZATION AND ADVANCE PAYMENT:

27.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery / refund.

27.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.

27.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

28.0 GOODS AND SERVICES TAX:

28.1 In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST / VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST / UTGST or IGST) is applicable.

28.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

28.3 **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.

The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

28.4 **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.

The bids will be evaluated based on total price including **GST**.

28.5 It is the responsibility of the bidder to quote the correct GST rate. The classification of goods / services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

28.6 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

28.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

28.8 In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST / UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

28.9 OIL will prefer to deal with registered supplier of goods / services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

28.10 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

28.11 The Supplier of Goods / Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.

28.12 In case the GST rating of bidder on the GST portal / Govt. official website is negative / black listed, then the bid may be rejected by OIL.

29.0 INTEGRITY PACT:

29.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed in the Bid Document. The Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e., who is duly authorized to sign the Bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who has signed the bid.

29.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.

29.3 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 Independent External Monitors (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 organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.

29.4 OIL has appointed Shri Ram Phal Pawar, IPS (Retd.), Shri Dr. Tejendra Mohan Bhasin and Shri Om Prakash Singh, IPS (Retd.) as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

a. Shri Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA Mobile No.: 8017017878, E-mail IDs: rpawar61@hotmail.com, ramphal.pawar@ips.gov.in

b. Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, Mob No.: 9810701876 E-mail ID: ams057@gmail.com

c. Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General Foreign Trade, Ministry of Commerce, Govt. of India, Mobile No.: 9810546996, E-mail ID: ved60prakash@gmail.com

30.0 LOCAL CONDITIONS:

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

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

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

**********END OF ITB**********

GENERAL CONDITIONS OF CONTRACT (GCC)

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:

i. Overall supervision, co-ordination and Project Management at site

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

iv. 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.

v. 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.

vi. 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 **Thirty (30)** 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 an Insurance Surety Bond/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:

a. 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

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. 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.

Note: Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

10.2 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
Full address Branch Code
Code Nos. of the authorized signatory with full name and designation. Phone Nos.

Fax Nos.
E-mail address.

10.3 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

10.4 The 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.

10.5 The Performance Security shall be denominated in the currency of the contract.

10.6 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.

10.7 The Performance Security shall be encased by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non- performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

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

10.9 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. 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 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. CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.3 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

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

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

12.3.6 Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

12.3.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.

12.3.8 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).

12.3.9 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)

12.3.10 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.

12.3.11 The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

12.3.12 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 ofGST 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 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its

equipment, tools including but not limited to well equipment & tools, any other belongings and personnel during the entire period of this Contract including extensions thereof.

b) The Contractor shall also carry adequate insurance cover against damage/loss to third party/person/property.

c) The 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 subject to the satisfaction of the Company and irrespective of acceptance of the Work.

d) The responsibility to maintain adequate insurance coverage at all times during the period of the Contract shall be that of the Contractor alone and OIL will have no liability on this account. The Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under the Contract.

e) All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account.

14.2 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 the insurance provided for in this article solely by reason of a deductible provision in such insurance policies that shall be the account of the Contractor.

14.3 The Contractor shall require all of its 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 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-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."

14.6 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".

14.7 Additional Assured:

"Oil India Limited" is to be included as Additional Assured in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance).

14.8 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

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.

14.9 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.

14.10 The Contractor on demand from the Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

14.11 On account payment to OIL in case of claim

In case any loss or damage happen and where Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

14.12 The CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

i) **Employees Compensation (EC) Policy or Employer's Liability Policy 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, if applicable, 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. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

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.
Note: This will be applicable for only Indian citizens and within the prescribed age group defined under the scheme for the insurance coverage.

vii) **Any other insurance policy set forth in the SCC**

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORs, or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORs and sub-CONTRACTORs.

15.2 The CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such loss or damage and any suit, claim or expense resulting there from. Neither COMPANY nor its servants, agents, nominees, assignees, CONTRACTORs, sub-CONTRACTORs shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the CONTRACTOR and/or of its CONTRACTORs or sub-CONTRACTOR irrespective of how such injury, illness or death is caused and even if caused by the negligence of COMPANY and/or its servants, agents nominees, assignees, CONTRACTORs and sub-CONTRACTORs. CONTRACTOR shall protect, defend, indemnify and hold harmless COMPANY from and against such liabilities and any suit, claim or expense resulting there from.

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

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

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

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub- CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

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

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

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases ofWillful 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, trademark 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 INDIANAGENT/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).

(ii) (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 CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. http://www.epfindia.gov.in and

http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

The CONTRACTOR agrees and undertakes to indemnify OIL for any liabilities arisingout of declarations made by him in future on violation or provisions of the EPF Act 1952 and ESI Act 1948.

30.0 TIMELY MOBILIZATION 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 receiptof 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 proofof 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 anyobligation 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 affected on account of the following:

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

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

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

iv) Any payment due from CONTRACTOR in respect of unauthorized imports.

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

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6** & **33.7** above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in 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 Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 If dispute of any kind whatsoever shall arise between the company and the contractor in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities, whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve

any such dispute or difference by mutual consultation, then the dispute may be settled through Settlement Advisory Committee (SAC). In the event, a dispute remains unsettled then Arbitration/other remedies available under the applicable laws may be availed by the Contractor. Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

42.2 Arbitration (Applicable for Suppliers/Contractors other than PSU and MSME):

i. 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 through Conciliation/Mediation, the same shall be referred to Arbitration.

ii. A party wishing to commence arbitration proceeding shall invoke an 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.

iii. The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any)

Claim amount. {excluding claim for interest and counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Up to Rs. 25.00 Lakh	Not applicable	Not applicable
Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

iv. 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.

v. 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.

vi. 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. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

vii. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended from time to time)

viii. 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:

a) 20% of the fees if the claimant has not submitted a statement of claim.
b) 40% of the fees if the pleadings are complete.
c) 60% of the fees if the hearing has commenced.
d) 80% of the fees if the hearing is concluded but the award is yet to be passed.

ix. 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 and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

x. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in the Schedule of the Act and such expenses shall be equally borne by the parties.

xi. The seat and venue of the arbitration proceeding shall be New Delhi.

42.3 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

a) If the Parties fail to resolve such a dispute or differences by Mutual Consultation/Good Faith Discussions, such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 05/0003/2019-FTS-10937 dated 14.12.2022 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

b) A party wishing to commence arbitration proceedings 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.

42.4 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.

42.5 Exclusions

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

a) 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.

b) 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.

c) 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.

43.0 <u>COMPLETION OF CONTRACT</u>:

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 day's 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 <u>TO DETERMINE THE CONTRACT:</u>

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), 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 <u>WITHOUT DETERMINING THE CONTRACT:</u> In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may 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.

End of GCC

SCOPE OF WORK (SOW)

A. INTRODUCTION

***Job Description**: Hiring of Services for Microsoft Cloud & OnPrem Services*

The scope of work for managed services shall involve the installation and commissioning i.e., migration of the current Active Directory infra including ADMGMT, WSUS and AADConnect applications from existing infra to the new servers/VMs to be provisioned by Oil India Limited monitoring, and maintenance of the above-mentioned infrastructures, aiming to ensure efficient and uninterrupted availability of services.

The following services/software shall be included under the scope of work:

1. Subscription of licenses/Activation of services as per BOQ requirement.

2. migration of the current Active Directory infra including ADMGMT, WSUS and AADConnect applications from existing infra to the new servers/VMs to be provisioned by Oil India Limited.

3. Managed Services Support for the following:

    a. On-prem servers hosting the Onprem Active Directory Domain controllers (for both oilindia.in & oilbastion.in domains) and related servers and applications like AADConnect, WSUS, ADMGMT etc.
    b. Office 365 suite
    c. Azure Landing Zone Services
    d. Managing the DR site for OIL Onprem Private Cloud Environment running on VMware VCF

B. TECHNICAL REQUIREMENTS

B.1 ON-PREM AD

B.1.1 Current Existing AD DC Architecture Details:

The AD DC (Active Directory Domain Controller) (Tier-0) architecture of OIL is as below:

1.	Physical Server	02 nos.
2.	AD DC VMs (Active Directory Domain Controller Virtual Machines)	04 nos. (all located at Duliajan, Assam), 01 no. (Azure Cloud)
3.	Operating system	Windows Server 2022 Datacenter or higher
4.	Domain functional level	2019
5.	WSUS (Windows Server Update Services) VM (Virtual Machine)	01

6.	AADConnect (Azure Active Directory) VM (Virtual Machine)	02
7.	ADMGMT (Active Directory Management) VM (Virtual Machine)	01 no. (running the manage engine tools like AD Manager Plus, AD Audit Plus, AD Recovery Plus, AD Self Service Plus)
8.	Bastion Domain	2 DC VMs and 1 Jump Server
9.	Total AD (Active Directory) users	around 8500

B.1.2. ***Supply, I&C and Migration of AD Servers****:*

1. The Contractor shall be responsible for migrating the existing Active Directory (AD) setup including ADMGMT, WSUS and AADConnect applications to the newly installed servers (provided by Oil India Limited), ensuring a seamless transition with minimal downtime.

2. The Contractor shall be responsible for migrating the existing applications such as AADConnect, WSUS, server hosting the ManageEngine applications like AD Manager Plus, AD Audit Plus, AD Self Service Plus, AD Recovery Plus to the newly provisioned servers/VMs, ensuring a seamless transition with minimal downtime. Oil India team will provide full support wherever and whenever required.

3. Maintenance and monitoring of the applications running on the VMs provided by Oil India Limited will be the Contractors responsibility. The responsibility will also include in plugging the loopholes identified during cyber-security audits carried out by Oil India Limited on a periodic basis.

B.1.3 Detailed Description of Scope of Work

Managed Services Support Jobs

The managed services operation shall cover the following aspects:

B.1.3.1 Support for Active Directory

1. Operating System Administration:

a. Handling of OS related issues, installation of OS upgrades and patches, periodic system performance tuning, monitoring server usage statistics, start-up, and shutdown of servers (whenever required).

b. Housekeeping of servers such as disk space usage, files, and folders permissions, etc.

c. Implementing security recommendations on servers at all levels as per guidelines provided by OIL.

2. System Administration:

a. All the activities related to installation, configuration, patch management, health check etc. required in Active Directory.

1. Operational Activities:

a. Day to day activities pertaining to user management like AD (Active Directory) user/AD (Active Directory) Computers/AD (Active Directory) Group/AD (Active Directory) policies creation/deletion/update, account unlock, password reset etc.

b. The Contractor shall be responsible for monitoring sync between the different domain controllers and resolving any issue(s) faced.

c. The Contractor should provide support for creation/deletion/modification of GPOs (Group Policy Objects) as per OIL's operational requirements. The Contractor must regularly review, and update Group Policies based on security best practices.

d. The Contractor should provide support for creation/modification/renewal of internal CA (Certificate Authority) issued from the Active Directory domain.

e. The Contractor shall also provide support for AD (Active Directory) Database Management, SSO (Single Sign-On) Management, Security Administration, AD (Active Directory) Configuration Management etc.

f. The Contractor must provide support in activities that involve integrating AD with other systems and services as and when needed.

OIL shall assign all the jobs (incident reports and service requests) to the service engineers through the Helpdesk/Ticketing system, and this system shall be used to track the status of the jobs and calculation of the SLA compliance.

B.1.3.2 Support related to existing AAD (Azure Active Directory) Connect & WSUS (Windows Server Update Services)

1. The Contractor must provide support in upkeep of the existing AAD (Azure Active Directory) Connect server. The Contractor shall be responsible for managing and troubleshooting sync related issue from on-prem AD to Azure AD as and when required.

2. The Contractor must provide support in upkeep of the Tier-0 WSUS (Windows Server Update Services) server, administer the WSUS server for downloading security and other relevant patches and applying them to the corresponding tier-0 servers.

B.1.3.3 *Software Support for Operation of Active Directory*

1. The Contractor shall provide support for the existing comprehensive manage engine software suite used to manage and administer the operations of managed services for the solution. The software suite includes the following:

    a. ManageEngine AD Manager Plus
    b. ManageEngine AD Audit Plus
    c. ManageEngine AD Recovery Plus

d. ManageEngine Self Service Plus

Note: AMS service license will be procured separately by Oil India Limited

2. The Contractor shall be responsible for periodically upgrading the manage engine tools and liaise with the manage engine support for any issue(s) in the tool.

3. The monitoring and maintenance of the server where the AD ManageEngine tools are hosted (ADMGMT) will also be under the purview of the Contractor.

Note: The vendor must use the above ManageEngine tools to manage and administer the OIL's Active Directory environment.

B.1.3.4 *Active Directory Security Assessment*

The Contractor is expected to use tools like Ping Castle, Purple Knight etc. for carrying out the security assessment of OIL's AD infra. The Contractor must carry out the following minimum activities regularly for improving the security posture of AD DCs (Active Directory Domain Controller):

1. Review of operational processes and suggest improvements based on Microsoft recommended AD (Active Directory) tiering structure.
2. Review of the privileged accounts/groups membership and regular account hygiene.
3. Review of the forest and domain trusts.
4. Review operating system configuration, security patch, and update levels.
5. Review of domain and domain controller configuration compared to Microsoft recommended guidance.
6. Review of key Active Directory object permission delegation.
7. Scan for weak Kerberos encryption.
8. Identify old and unused accounts.
9. Block basic users from registering computers.
10. Review non-expiring passwords.
11. Change Kerberos passwords regularly.
12. Change settings to avoid certificate abuse.
13. The Contractor must monitor the existing Manage Engine AD Audit Plus tool for monitoring any violation of existing controls and add/modify accordingly to enhance the security posture.
14. AD Security Assessment (ADSA) must be conducted by the Contractor every 6 months and adopt corrective actions accordingly.

B.2 MICROSOFT OFFICE 365

B.2.1 Current Microsoft O365 Services

OIL has currently subscribed to Microsoft's O365 SaaS application to leverage its comprehensive suite of productivity, collaboration, and security tools.
The current subscription enables OIL to utilize services like Outlook, One-drive, SharePoint, Teams, office apps and other security features.

B.2.2 Detailed Scope of Work

B.2.2.1 Managed Services Support Jobs

The following list of activities are supposed to be performed during the support service period –

1. Administering the Microsoft Office 365 tenant account for OIL.
2. Perform license assignment to the users, troubleshooting license related issues.
3. Formulating and continuously monitoring O365 security policies in alignment with industry best practices and standards.
4. Managing and troubleshooting sync related issues between the Azure AD and On-prem AD infra.
5. Designing and deploying custom chatbots tailored to OIL's specific requirements using Microsoft Copilot Studio.
6. One dedicated L1 remote resource for the project for all day-to-day operational user support and troubleshooting O365 related issues. The operational support for O365 will include support for the entire suite of O365 applications like Outlook, Teams, OneDrive, SharePoint etc. The L1 resources should provide support to end-users in migrating data to OneDrive, SharePoint etc and providing support wherever applicable.
7. Provisioning of required L2, L3 support as and when required from remote site.
8. Daily monitoring and reporting of OIL's email infra.
9. Analysis of events and escalation of any suspicious incident.

B.3 AZURE LANDING ZONE SERVICES

B.3.1 Current Azure Landing Zone Architecture

OIL has provisioned a Landing Zone setup in the Azure cloud to facilitate a secured connectivity between the OIL on-premises enterprise network and cloud infrastructure (which includes SAP S4 HANA, VIM, Connected Workers etc.).

OIL has facilitated the below mentioned services in both the Azure Data Centre, Pune and Azure Disaster Recovery Centre, Chennai to ensure secure and reliable connectivity to the cloud infra –

i. Azure Services like WAF (Web Application firewall), VPN (Virtual Private Network) GW (Gateway), ERC (ExpressRoute Circuit), virtual DNS (Domain Name System), etc.
ii. Additional Read-only Domain Controller
iii. Cisco Router hosted on Azure VM (Virtual Machine)
iv. Checkpoint Firewall hosted on Azure VM (Virtual Machine)
v. Additional Windows/Linux VMs required to support OIL's technical operations.
vi. Managing the DR site for OIL On-prem Private Cloud Environment running on VMware VCF

B.3.2 Detailed Description of Scope of Work

B.3.2.1 Private Cloud Azure DR Setup

This section of the SoW defines the responsibilities, deliverables, and service expectations for the Managed Services Provider (MSP) engaged to design, implement, and support the Disaster Recovery (DR) environment on Azure cloud for the on-premises Private Cloud setup running on VMware VCF 5.2.

The DR site will be hosted on Microsoft Azure using Azure-native compute, storage, and monitoring services. The DR site will be hosted in Azure DC, Pune only.

1. Design & Architecture

The MSP shall:

a. Conduct assessment of the existing on-prem VMware VCF 5.2 environment.
b. Design a DR architecture leveraging Azure native services, including:
    - Azure Site Recovery (ASR)
    - Azure Virtual Machines
    - Azure Storage
    - Azure Networking (VNETs, Firewalls etc)
    - Azure Monitor etc

c. Prepare detailed Low-Level Design (LLD) and High-Level Design (HLD) documents.
d. Define RPO/RTO targets aligned with business requirements.

2. Implementation & Configuration

The MSP shall perform end-to-end implementation of the DR site, including:

a. Azure Site Recovery Setup

- Enable ASR for VMware VMs running on VMware VCF 5.2 or later.
- Configure replication policies, failover groups, and test-failover environments.
- Validate replication and failover readiness.

b. Azure Infrastructure Deployment

- Provision Azure compute for DR (VM sizes, disk types, availability sets/zones as required).
- Configure Azure Storage for replicated data, snapshots, and backups.
- Implement Azure Network architecture including:
    - VNET, subnets, routing
    - Firewall rules
    - Connectivity with on-prem via ExpressRoute
- Set up identity and access control (Entra ID RBAC policies).

c. Azure Monitor Setup

- Enable Azure Monitor, Alerts, and Dashboards.
- Configure monitoring integration for:
    - On-prem VMware VCF 5.2 environment
    - Azure VMs, storage, network, ASR
- Define alert rules for performance, availability, replication health, and security events.
- Implement automated actions/notifications as required by the organization.

B.3.2.2 *Managed Services Support Jobs*

The Contractor/Managed Service Provider (MSP) shall be responsible for deployment, monitoring and management of the deployed Azure services, virtual machines, virtual machine scale sets, virtual network, VPN Gateway, backup vault and associated predefined backup set etc. for both the Azure DC, Pune and DR, Chennai.

The MSP shall be responsible for the following minimum activities:

1. **Azure Virtual Machines –**
   a. Cloud VM administration
   b. Manage virtual machines running Linux, Windows etc.
   c. Manage images of virtual machines
   d. Manage virtual machine endpoints
   e. Secure virtual machines using network security groups
   f. Manage inbound rules in network security group
   g. Manage outbound rules in network security group
   h. Troubleshoot virtual machine connectivity issues
   i. VM crash recovery and management.

2. **Azure Virtual Networking and Infrastructure Security –**
   a. Manage Virtual Network
   b. Manage Virtual Network Add or Remove Subnets
   c. Manage Site to Site Connectivity Manage Point to Site Connectivity
   d. Configure and monitor network watcher Troubleshoot Virtual Network Connectivity Issues
   e. Configuration and monitoring of the perimeter network (also known as DMZ, demilitarized zone, or screened subnet) to help protect applications with network security groups (NSGs)
   f. Configuration of the perimeter network to help protect applications with Windows firewall, NSGs (AZURE)
   g. Configuration of the perimeter network to help protect networks with a firewall, user-defined route (UDR) and NSG
   h. Management & Configuration of VPN
   i. Management of Azure DNS

3. **Azure Cloud Storage Management –**
   a. Creation of cloud storage account
   b. Creation of a file share under a cloud storage accounts
   c. Creation of storage under a cloud storage accounts
   d. Configuration of custom domain to access storage data
   e. Creation of table storage
   f. Change replication policy
   g. Create custom domain to access blob data.
   h. Configuration and monitoring of unmanaged and managed disks.
   i. Performance monitoring
   j. Operational support
   k. Change & configuration management
   l. Incident management including escalation to Microsoft support

4. **Load Balancer –**
   a. Configure custom probe

b. Configure Endpoints on Virtual Machines
c. Configure Network Security Groups
d. Manage an Internet-Facing Load Balancer
e. Manage Internal Load Balancer
f. Troubleshoot Issues with Load Balancer

5. Patch Management –

a. Any security patches/hotfix etc. for Azure landing zone services released by Microsoft to be available to OIL.
b. The approved patches to be applied as per change control and authorization policy.
c. Assist in roll back to the patches applied.
d. Patch application window to be mutually agreed.

6. Managed Services for DR site for OIL On-prem Private Cloud Environment running on VMware VCF

a. DR Environment Management

The MSP shall provide continuous (24×7 or as per contract) support including:

- Monitoring of ASR replication health.
- Proactive detection and remediation of replication or performance issues.
- Ensuring continuous DR readiness and compliance with RPO/RTO commitments.
- Support for planned/unplanned failovers and failback operations.

b. Azure Resource Management

- Administration of compute, storage, network, and identity components.
- Patch management for Azure VMs (where required).
- Cost optimization and monthly utilization reports.
- Security hardening and compliance monitoring.

c. On-prem Integration Support

- Monitoring of on-prem infrastructure relevant to DR (connectivity, vCenter health, replication agents).
- Coordination with the internal team and OEM (if required) for issue resolution.

d. Azure Monitor Operations

- Continuous monitoring of dashboards, alerts, and logs for both on-prem and Azure workloads.
- Rule tuning, alert optimization, and dashboard refinement.
- Monthly health and performance reporting.

e. Incident, Change & Problem Management

- Provide support through ITIL processes including:
    - Incident management
    - Change management
    - Problem management
- Maintain documentation and update the DR Runbook regularly.

f. DR Drill

- Conduct DR drills as and when requested by OIL

g. Actual Disaster Scenario

- In the event of an actual disaster, the Contractor shall be responsible for executing all activities required to operate the systems from the Disaster Recovery (DR) site. Upon restoration of the Primary Data Centre (DC), the Contractor shall also be responsible for migrating the updated virtual machines (VMs) back to the Primary DC. Any application-level support for the applications hosted on these VMs shall be provided by the OIL team.

7. Other activities

The following are the list of activities (non-exhaustive) required to be performed by the Contractor for both Azure DC, Pune and DR, Chennai –

1. Create & maintain Azure subscriptions as and when required.
2. Raise the limit or quota above the default limit for vCPU, reserved IPs, storage accounts & other services for the subscriptions.
3. Create resource groups as per OIL requirement.
4. Storage accounts management.
5. Create virtual networks with address spaces & subnets.
6. Provision of bandwidth and public IP addresses.
7. Creating and setting up the ExpressRoute (ER) circuit IDs for the ISPs to provide connectivity from OIL's network to Azure cloud.
8. Create VNet to VNet Peering - Virtual network with other Azure subscriptions and ensure traffic to these subscription flow through the landing zone only. All communication from On-prem to Azure spoke and vice-versa shall happen through the Azure landing zone (Hub).
9. Configure VPN gateways with other Hyperscaler or CSP (Cloud Service Provider) with backup for both DC and DR sites.
10. Create Network security groups & application security groups for spokes & hub VNets.
11. Configure applicable user defined routing on all Azure spokes & hub VNets. The Azure landing zone is to be considered as the Hub and the remaining Azure subscription are to be considered as the respective spoke.
12. Provision virtual machines for additional workloads like additional domain controllers, anti-virus/EDR in both DC, and DR sites.
13. Configure web application filtering in both DC and DR sites. The policies required to be formulated for the WAF must be deployed by the Contractor in consultation with OIL team. All necessary settings/configurations for protection against SQL (Structured Query Language) injection/cross-site scripting/PHP (Hypertext Preprocessor) attacks etc. must be carried out by the Contractor.
14. Enable & configure Azure Monitor.
15. Enable & configure network watcher.
16. Configure private endpoints & private links.
17. Configure Azure policies.
18. Provision virtual machines.
19. Apply read-only locks & delete locks at subscription & resource groups.
20. Enable Azure backup service for critical shared workloads.
21. Support in troubleshooting any issue arising in the Azure subscriptions.

The Contractor must provision/setup/configure additional services in the Azure landing zone as per OIL's requirement.

Note: There may be activities which the OEM partner may have to perform to get the solution to function as per requirement.

8. The MSP may be required to expose any of the service to the Internet as per requirement by OIL. All necessary configurations required for this is the sole responsibility of the Contractor.

9. The MSP shall be responsible for any configuration changes required in the Azure Landing Zone for integration of the ISP connectivity to the ExpressRoute circuit.

10. All aspects of the Azure landing zone including management of the configured services, flow of traffic to/from the landing zone subscription, upkeep of the VNet peers etc. is the responsibility of the Managed Service Provider (MSP). The MSP will be guided by the SLAs as defined in Para B.5 below.

B.4 GENERAL TERMS

1. All necessary tools, tackles and accessories required to complete the scope of work shall be in the Contractor's scope.

2. The Contractor shall provide 24x7 support for the managed services support jobs mentioned above (in the SOW).

3. The Contractor shall provide an authoritative single point of contact for communicating issues related to the service. The Contractor shall also provide the escalation matrix including 24x7 helpdesk phone number and email address. These shall be provided before the commencement of the contract.

4. Human Resources:

   i. On-prem infra

   a. As a part of the project execution, the Contractor shall deploy minimum of two 'Service Engineers', one at each of the locations: Duliajan (Assam) and Noida, having qualification of minimum graduate/diploma with relevant IT certifications and with experience of at least 01 (one) year in providing support to '*Microsoft Active Directory'* infrastructure on Windows 2012 R2/2019/2022 AD.

      The on-site engineers will be primarily responsible for providing support to the on-prem infra such as AD, AAD connect, WSUS, ADMGMT server activities.

   b. Working hours for the service engineers are as follows:

      Location - Duliajan, Assam, Normal working hours: 7:00 AM - 3:30 PM (Monday to Friday), 7:00 AM - 11:00 AM (Saturday)

      Location - Noida, U.P, Normal working hours: 9:30 AM - 5:30 PM (Monday to Friday)

However, the Service engineers should be available outside working hours on call basis for both the locations.

c. The resident engineers shall be provided necessary laptop, Internet access etc. by the Contractor to carry out all operational activities for the project. The Lodging and boarding of these engineers shall be the responsibility of the Contractor.

ii. Cloud infra

a. The Contractor will have to arrange for 1 (one) dedicated L1 remote engineer for OIL who will be responsible for providing support to OIL's cloud infrastructure (O365 and Azure Landing Zone).

b. The support engineers should have a qualification of minimum graduate/diploma with relevant IT certifications and with experience of at least 01 (one) year in providing support to Azure Active Directory/Azure Portal resources and infrastructure.

c. The Contractor shall also provision for required L2, L3 support as and when required from remote site.

iii. The Contractor shall submit an undertaking regarding the deployment of the service engineers during the timeline as mentioned in Para C.2 (Mobilization period) below conforming the same.

iv. The support engineers will have to extend all support related activities at any time including holidays, if required.
In absence of any of the dedicated support engineers, the Contractor will have to arrange suitable replacement having similar skillset.

v. When employment of any service engineers is terminated, the Contractor shall inform OIL in writing 15 days in advance and immediate replacement shall be deployed by the Contractor.

vi. OIL reserves the right to replace any service engineer anytime due to unsatisfactory service and the Contractor shall be obliged to do so and the replacement engineer shall be placed within 30 days of OIL placing the request to the Contractor.

5. The Contractor shall be responsible for ensuring trouble free operation of the solution. The Contractor shall include any other item which is required to provide support to the solution.

B.5 SERVICE LEVEL AGREEMENT (SLA)

B.5.1 On-Prem Infrastructure

i) The managed services shall be governed by the following service level agreement (SLA) for the on-premises services and appliances to be maintained by the technical support team.

Category	Description

Incident	Any software-related issue in the solution.
Service Request	Any operational/administrative job assigned to the Service Engineer by OIL as per the scope of the managed services.
Non-Availability	Unavailability of Active Directory and related services.
Priority Level -1 (Software Failure)	Critical redundant software components (Domain controllers) have failed, requiring urgent resolution to restore high availability.
Priority Level -2 (Other Failures)	Service is available, but functionality is compromised due to failure of a software component.
Resolution Time	Time from problem occurrence to root cause elimination and permanent fix application.
Planned/Scheduled Downtime	Mutually agreed downtime for preventive/scheduled maintenance or infrastructure issues not attributable to the Service Provider's failure.
Service Level Agreement (SLA)	Defined as the minimum requirement for service availability and performance.
SLA Monitoring & Tracking	OIL will track SLAs via a Helpdesk/Ticketing system, where Service Engineers must update job statuses.
Uptime Calculation	Formula: Uptime = ((Total Time – downtime) / Total Time) x 100 ((Actual Up-time + Scheduled Downtime) / Total Hours) x 100
Downtime Calculation	Downtime is recorded from call registration until service restoration. Downtime is not considered for pre-scheduled preventive maintenance.
Non-Performance Deductions (NPDs)	Deductions applicble for failure to meet SLAs, including up-time, service delivery, and service engineer availability.
NPD-1: Up-time Non-Compliance	Minimum required up-time: 99.8%
Service Delivery Requirements	Priority Level -1: 24 hours resolution time Priority Level -2: 36 hours resolution time Service Request: 24 hours resolution time
NPD-2: Service Delivery Non-Compliance	Penalties as per defined penalty terms.
NPD-3: Service Engineer Absence	Penalties as per defined penalty terms

ii) The timelines for any trouble ticket logged in the system are as follows:

Category	**Description**	**Response Time** (From the time of intimation by OIL to Contractor)	**Resolution Time**
Priority 1 Critical	a. Active Directory service failure	1 hour	24 hours

	b. Domain Controller redundancy failure c. AD services down		
Priority 2 High	a. Critical software failure b. AADConnect sync failure c. Partial functionality failure in AD d. WSUS update failure. e. Patch update failure causing feature issues	4 hours	36 hours
Priority 3 Medium	Engineer not reporting for duty	3 hours	48 hours
Priority 4 Low/Service Requests	a. AD user account creation request b. Password reset request. c. AD Group creation/modification/ deletion request d. Group policy creation/modification/ deletion	4 hours	24 hours
Priority 4 Low/Service Requests	a. Implementation of security audit recommendations b. Ad-hoc jobs assigned by OIL as per operational requirement	1 business day	As per discussion with OIL
Planned Downtime	Scheduled AD maintenance	Pre-informed	As scheduled

B.5.2 Cloud Infrastructure

The managed services shall be governed by the following service level agreement (SLA) for the Azure services and appliances to be maintained by the technical support team. The timelines for any trouble ticket logged in the system is as follows:

Category	**Description**	**Response Time**	**Resolution Time**
Priority 1 Critical	Business critical systems and/or services are unavailable. • Azure Infra related issues impacting business. • Azure VMs down impacting business. • Firewall issues impacting business. • Cloud Services Router issues impacting business. • Azure Express Route issue impacting business. • Failure to meet RPO/RTO (On-prem VMware infra and Azure resources)	1 hour	4 hours

Priority 2 High	Business critical systems and/or services are partially unavailable or running in degraded condition. • Azure Infra related issues not impacting business. • Azure VMs running on degraded service. • Azure Firewall issues but not impacting business. • Cloud Services Router issues but not impacting business. • Backup Vault issues. • Sync failure between On-prem VMware Private Cloud Infra and Azure resources	2 hours	7 hours
Priority 3 Medium	Any application and/or service which is experiencing minor degradation or non-business critical functions, or features are non-operational or unavailable. Problem affects a single service or a single user. Emergency change requests.	3 hours	1 business day
Priority 4 Low/Service Requests	Any activity which will not affect normal business or operations such as patch releases, maintenance, upgrades or installation of new systems or software, Reports, and other non-effecting requests.	4 hours	2 business day

Note: Failure to meet any of the above resolution time requirements shall attract penalty calculated as mentioned under penalty terms.

B.5.3 Others

1. The proposed solution should provide 99.9 % uptime on monthly basis.
2. The performance and uptime review will be done by OIL and in case the Contractor/provider fails to meet the above SLA, penalty will be imposed as specified in the penalty clause.

3. A service report containing the following details must be submitted along with the invoices:
    a. Solution uptime for the quarter
    b. List of incidents and service requests attended during the quarter along with details like resolution time etc during the quarter.

C. SPECIAL TERMS AND CONDITIONS

C.1 GENERAL TERMS

1. Contractor should be Microsoft Licensing Services Provider (LSP).

2. **Duration of the Contract:** The contract shall remain valid for a period of 03 years from the date of commencement of the contract i.e. after completion of Part-A of mobilization.

3. **Submission of Documents**:
    a. Resume of the Support Engineers
    b. Signed Non-Disclosure Agreement (NDA)
    c. Signed Safety Measure Declaration

4.. The Contractor should ensure that their OEMs will provide 24*7 support during the entire duration of the contract.

C.2 MOBILIZATION

Mobilization Period: Thirty (30) Days from the date of issue of LOA (Letter of Award). The Contractor has to complete the following activities during the mobilization period:

1. **Part-A:** The Contractor has to complete all the activities mentioned in this part (Part-A) **within fifteen (15) days** from the date of issuance of LOA.

    a. Delivery of Licenses:

        The Contractor must deliver Microsoft license subscription as per the BOQ. All the licenses must be associated to the existing tenant of Oil India Ltd. (oilindia.onmicrosoft.com). All the line item of BOQ must be in Microsoft Enterprise Agreement with Oil India LIMITED.

    b. The Contractor will have to submit the resume/CVs of the engineers during the mobilization period. The provided document should contain the following information –

        i. Employee ID
        ii. Date of Birth
        iii. Educational Qualification
        iv. Experience
        v. Industry Certificate with Number/ID

    Note: The CVs of the deployed personnels should be certified by the CEO/Country Head/Chief Operating Officer/HR Head or a partner with Power of Attorney. Service Provider/Contractor should submit CVs for at least the specified nos. of qualified personnels as above (B.4 - 4.i & ii). However, Contractor can propose/offer more than the requisite number of personnels as indicated above for selection/consideration by the company under this tender.

    c. Arrange to make "*Photo Gate-Passes*" for all the personnel for working inside the OIL office premises.

    d. Signing of the Enterprise Agreement and the Software License Agreement, if applicable, between the respective parties.

    e. All the required licenses for the Azure Services (as mentioned in the BOQ) must be provided in soft or hard copy within the mobilization period. All the supplied

software licenses must be perpetual in nature without any requirement for renewal.

f. To furnish the Undertaking regarding the deployment of the service engineers as mentioned in Para B.4.4.ii) iii. above

Part-B:

1. The I&C activity will be considered complete upon fulfilment of the following criteria:

Completion of Active Directory migration including the ADMGMT, WSUS and AADConnect applications to the newly provisioned servers/VMs by Oil India Limited, ensuring the system is fully operational.

2. The contract will take effect upon the successful completion of the activities as defined under Part-A.

3. LD will be deducted according to standard LD clause as mentioned below if the Contractor fails for timely completion of the mobilization activities within the mentioned time period.

4. **LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION / COMPLETION OF WORKS AND SERVICES:** As mentioned above, the Contractor shall complete Part-A of the mobilization within **fifteen (15) days** from the date of issue of LOA. The entire mobilization activities, comprising Part-A and Part-B, is to be completed by the Contractor **within thirty (30) days** from the date of issue of the LOA.

   In the event of the Contractor's failure to complete Part-A within 15 days and/or failure to complete the entire mobilization (Part-A and Part-B) within 30 days, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

D. PENALTY TERMS

a. If the service provider fails to meet SLA commitments, the following penalties shall apply:
   i. Critical Severity Issues: ₹2,000 per day beyond the SLA-defined resolution time.
   ii. High Severity Issues: ₹1,000 per day beyond the SLA-defined resolution time.
   iii. Medium Severity Issues: ₹500 per day beyond the SLA-defined resolution time.
   iv. Low/Service Issues: ₹200 per day beyond the SLA-defined resolution time.

b. Penalty or deduction shall not be levied in case the downtime conditions are attributable to OIL or any force majeure conditions.

c. However, the total penalty and deductions in a quarter arising out of the above would not exceed 15% of quarterly bill.

E. PAYMENT TERMS

1. *Line Item-10 to 100 (of the BOQ/Price Bidding Format)*
   Yearly license subscription charges for the M365 licenses used by OIL will be done on receipt of invoice after issuance of licenses (based on actual number of licenses as intimated by IT department of OIL).

2. *Line Item – 110 (of the BOQ/Price Bidding Format)*

   Payment for Installation & Commissioning of the VMs/Servers i.e, migration of the Active Directory infra to the servers provisioned by Oil India Limited will only be processed upon successful completion of all activities outlined under I&C activity list as per clause B.1.2.

3. *Line Item –120 (of the BOQ/Price Bidding Format)*
   One-time payment against design and I&C of Private Cloud Azure DR setup will be done after successful completion of the activities mentioned under clause B.3.2.1 (Private Cloud Azure DR Setup).

4. *Line Item – 130 & 140*
   Payment for Azure services will be made on a **quarterly basis**, based on the actual consumption of services at the Azure DC and DR sites.

5. *Line Item – 150*
   Managed Services charges shall be paid **quarterly** following the successful completion of each quarter during the contract period after the contractor raises the invoice.

6. *Line Item – 160*
   Payment will be done on-actual basis as and when the azure support plan will be utilized. Any penalty levied during the managed services period shall be deducted from the payment for that period as per SLA.

7. The total estimated Contract Price as indicated in Schedule of work, quantities & rates - Part II of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in Part-II of this Contract.

8. The Contractor must submit all Invoices through OIL Vendor Invoice Management portal only via https://vim.oilindia.in.

   All Invoices are to be sent to the following address:
   Head - IT Department,
   Oil India Limited, Duliajan,
   Assam – 786602

   Note: All Invoices are to be addressed to the following address clearly mentioning the OIL's Work Order No. and Contract No. The amount shall be paid after deduction of penalty (if any) for the period of billing.

F. HSE Policy

The Contractor shall adhere to the HEALTH, SAFETY & ENVIRONMENT (HSE) points as mentioned in the Safety Measures (SM) while performing the works under this contract.

G. AREA OF OPERATION: IT Dept, OIL, FHQ, Duliajan, Assam.

H. PERFORMANCE SECURITY: **Not Applicable** (Proprietary Service)

I. FORCE MAJEURE: In the event of Force Majeure, no 'force majeure' rate shall apply.

J. SUB-CONTRACTING: Sub-contracting Petty Support Services against this contract is **not applicable.**

K. Financing of trade receivables of Micro and Small Enterprises (MSEs) through Trade Receivables Discounting System (TReDS) platform:

1. 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 and M/s A TREDS Ltd. (Invoice Mart). 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.

2. 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.

3. 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.

4. 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).

L. GOODS AND SERVICES TAX:

1. In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

2. "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.

3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only. Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

4. Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

5. 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.

6. The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

7. 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.

8. The bids will be evaluated based on total price including GST.

9. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

10. Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.

11. GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.

12. GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.

13. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes

payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

14. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

15. TDS under GST, if applicable, shall be deducted from contractors/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.

16. 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.

17. It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

18. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

19. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

20. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

21. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

22. 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.

23. 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.

24. 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.

25. 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.

26. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

27. 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.

28. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

29. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

30. Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

31. DOCUMENTATION REQUIREMENT FOR GST:

The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

a) Name, address and GSTIN of the supplier;

b) Serial number of the invoice;

c) Date of issue;

d) Name, address and GSTIN or UIN, if registered of the recipient;

OIL'S GSTIN DETAILS	
GSTIN	18AAACO2352C1ZW
Legal Name	OIL INDIA LTD
Trade Name, if any	OIL INDIA LIMITED

e) Name and address of the recipient and the address of the delivery, along with the State and its code,

f) HSN code of goods or Accounting Code of services[SAC];

g) Description of goods or services;

h) Quantity in case of goods and unit or Unique Quantity Code thereof;

i) Total value of supply of goods or services or both;

j) Taxable value of supply of goods or services or both taking into discount or abatement if any;

k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);

l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess);

m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;

n) Address of the delivery where the same is different from the place of supply and

o) Signature or digital signature of the supplier or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

p) The original copy being marked as ORIGINAL FOR RECIPIENT;

q) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and

r) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

32. ANTI-PROFITEERING CLAUSE:

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. The Supplier of Goods / Services may note the above and quote their prices accordingly.

33. In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder 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 Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

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

Company

a) For contractual matters

CGM-Contracts (HoD)

OIL INDIA LIMITED

PO DULIAJAN - 786602

ASSAM, INDIA

Phone No. 91-374-2808650

Email: contracts@oilindia.in

b) For technical matters

GM-IT (HOD)

Oil India Limited,

P.O. Duliajan-786602

Dist. Dibrugarh, Assam.

Email:

Contractor

_____

_____

Phone No.:

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

****

To,
CGM-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service: *Hiring of Services for Microsoft Cloud & OnPrem Services.*

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the Contractor's responsibility to fulfill 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 him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. 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.

8. 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.

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

10. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

11. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

12. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

13. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be

submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

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

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

16. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

17. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

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

19. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

20. 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 will have the right to direct the contractor to cease work until the non-compliance is corrected.

21. The contractor should prevent the frequent change of his contractual employees as far as practicable.

22. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

23. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal) Yours Faithfully

Date_____
M/s_____

FOR & ON BEHALF OF CONTRACTOR

NON-DISCLOSURE AGREEMENT

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:

ARTICLE 1. DEFINITION

For the purpose of this Agreement,

ARTICLE-1: CONFIDENTIAL INFORMATION

"Confidential Information" shall mean and include any information of any nature (commercial, 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, whether such information are disclosed through written documents, electronic transmissions, orally or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

ARTICLE 2. CONFIDENTIALITY

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.

ARTICLE 3. EXCEPTIONS

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.

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 including but not limited to copies, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Party, destroy all copies of the Disclosing Party's Confidential Information and certify in writing that such copies have been duly 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 type/nature.

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 right 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 any 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 three arbitrators 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** or any other place as may be mutually agreed by both the parties. 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 The Courts of **Dibrugarh** shall only have the jurisdiction for the purpose of this Agreement

ARTICLE 8. DURATION

This Agreement shall come into force on the date written hereunder, and shall remain in force for a period of **four (4)** 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 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

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:

PRICE BIDDING FORMAT/BOQ

Job Description: ***Hiring of Services for Microsoft Cloud & OnPrem Services.***

Tender No. **DCI1062826**

NAME OF BIDDER	
Bidder's GSTIN No.	
SAC Code	

Item No.	Description of Services					UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
							A	B	C = A * B
M365									
10	M3 Unified Existing Custo Sub/user-3250					User Month (UMO)	1,17,000		₹ -
20	Exchange Online P1 Sub Per User-5200					User Month (UMO)	1,87,200		₹ -
30	Defender O365 P1 Sub Per User-8450					User Month (UMO)	3,04,200		₹ -
40	EMS E3 ALng Sub Per User-5200					User Month (UMO)	1,87,200		₹ -
50	Extra P1-300					User Month (UMO)	10,800		₹ -
60	Apps for Enterprise-500					User Month (UMO)	18,000		₹ -
70	MS Teams-500					User Month (UMO)	18,000		₹ -
80	M365 Copilot Sub Add-on-2500					User Month (UMO)	90,000		₹ -
90	Copilot Studio Sub (Messages)-7					User Month (UMO)	252		₹ -
100	Copilot Studio on Actual-20					User Month (UMO)	720		₹ -
On-Prem AD									
110	S&C of server i.e., migration of existing infra to servers/VMs provisioned by Oil India Limited					Activity Unit (AU)	1		₹ -
On Prem to Azure DR Setup									
120	Design,installation & commissioning of the Disaster Recovery (DR) environment on Azure cloud for the on-premises Private Cloud running on VMware VCF 5.2					Activity Unit (AU)	1		₹ -
Azure Landing Zone DC									
130	Azure Landing Zone DC Services	ER gateway *(To terminate two 1 Gbps express route MPLS link. Part number:AAD-83970)*	1	Number of licenses/quantity		Activity Unit (AU)	1	₹ -	₹ -
		VPN gateway *(Part number:AAA-21912)*	1	Number of licenses/quantity					
		ER Circuit 1SP1 *(1Gbps, Part number:,ZQ-00577)*	1	Number of licenses/quantity					
		ER Circuit 1SP2 *(1Gbps, Part number: ZQ-00577)*	1	Number of licenses/quantity					
		WAF (Application GW) Standard V2 tier, 730 Fixed gateway Hours, 1 compute units and 1,000 persistent connections with 1 mb/s throughput, 5 GB Data transfer *(for quality & production, Part Number:AAD-36319, AAD-36318)*	2	Number of licenses/quantity					
		Standard D53 v2 4vcpus 14Gib memory *(Part Number: 997-03174,Cisco Router)*	2	Number of licenses/quantity					
		Standard D3 v2 4vcpus, 14 GB memory *(Part Number: 997-03174, Checkpoint)*	2	Number of licenses/quantity					
		Load Balancer Standard Tier: 5 Rules, 1,000 GB Data Processed *(For Cisco Router & Checkpoint FW, Part Number: AAA-21856, AAA-21854)*	1	Number of licenses/quantity					
		VNet Peering within Central India	1	Number of licenses/quantity					
		VNet Peering Central India-to-South India	1	Number of licenses/quantity					
		D2ads v5 (2 vCPUs, 8 GB RAM) *(For AD, Part Number:AAL-30321)*	2	Number of licenses/quantity					
		Spare Public IPs DC *(Part Number:AAA-21913)*	10	Number of licenses/quantity					
		For Domain Name failover during DR (Traffic Manager) *(Part Number: TSZ-00002, TSZ-00004)*	1	Number of licenses/quantity					
		Bandwidth, 4TB *(Part Number: AAD-84523)*	1	Number of licenses/quantity					
		700 Core and 1200 GB RAM: 12 D8s v4 (8 vCPUs, 32 GB RAM) x 730 Hours (Pay as you go), Linux, (Pay as you go); 0 managed disks - S4; Inter Region transfer type, 5 GB outbound data transfer from Central India to East Asia *(Part Number: AAF-47018)*							
		500TB SSD: Managed Disks, Premium SSD, LRS Redundancy, P40 Disk Type 5 Disks; Pay as you go *(Part Number:AAD-18243)*							
		250TB Storage: Block Blob Storage, General Purpose V2, Flat Namespace, LRS Redundancy, Hot Access Tier, 250 TB Capacity - Pay as you go, 10 x 10,000 Write operations, 10 x 10,000 List and Create Container Operations, 10 x 10,000 Read operations, 1 x 10,000 Other operations, 1,000 GB Data Retrieval, 1,000 GB Data Write, SFTP disabled *(Part Number:NRA-01053)*							
		Azure Monitor Log analytics: Log Data Ingestion: 0 GB Daily Auxiliary Logs without processing, 0 GB Daily Auxiliary logs with processing, 0 GB Daily Basic logs, 1 GB Daily Analytics logs ingested, 3 months Data Retention, 0 GB Data retained for 0 days, 0 queries per day with 0 GB data scanned per query, 0 GB of Log Data Exported to Storage or Event Hubs and 0 GB of Log Data Exported to Destination is Storage or Event Hub and 0 GB with Destination is Marketplace Partners, 0 Search job Queries per day with 0 GB data scanned per query; 0 HUBS MI Endpoints Managed Prometheus: Using default collection estimation (assuming 5 containers, 10 containers, 20 containers, 50 containers, and 0 pods), 0 Average daily Dashboards users, 7 Dashboards, 50000 Data samples queried per dashboard, 10 prometheus alerting rules, 10 prometheus recording rules Application Insights: 0 GB Daily Analytics logs ingested, 3 months Data Retention, 0 GB Daily Basic logs, 0 GB Data retained for 0 days frequency, Servicing for 720 hours, 0 resources monitored 0 1 metric time-series monitored per resource, 5 Minutes Log Signal frequency with 0 log signals monitored and 1 time series per signal, 0 Additional rowsin for thresholds, 0 Additional web tests (in multi-step web tests), 0 Additional push notifications per 100 thresholds, 0 Additional web tests (in multi-step) Disk ID table: AAA-67301, AAA-67339, AAA-67342, AAA-67339, AAA-67339, AAA-51961, AAA-67315, AAA-22502, AAA-22503, AAA-22504, AAA-22505							
		Azure Kubernetes Service (AKS) Standard: Cluster management for 1 clusters; 1 D4as v4 (4 vCPUs, 16 GB RAM) (1 year reserved), Linux; 1 managed OS disk – E15 *(Part Number: AAF-43218, AAD-36577)*							
		Azure Site Recovery 0 Customer instances, 100 Azure instances							
Azure Landing Zone DR									
		ER gateway *(Part Number:AAD-83970)*	1	Number of licenses/quantity					
		VPN gateway *(Part number: AAA-21819)*	1	Number of licenses/quantity					
		ER Circuit 1SP1 *(Part Number:ZQ-00577, 1Gbps)*	1	Number of licenses/quantity					
		ER Circuit 1SP2 (Part Number:ZQ-00577, 1Gbps)	1	Number of licenses/quantity					
		WAF (Application GW) Standard V2 tier, 730 Fixed gateway Hours, 1 compute units and 1,000 persistent connections with 1 mb/s throughput, 5 GB Data transfer *(Part Numbers: AAD-36323 AAD-36324, For quality & production)*	2	Number of licenses/quantity					
		Standard D53 v2 4vcpus 14Gib memory *(Part Number:997-03023, Cisco Router)*	2	Number of licenses/quantity					

PRICE BIDDING FORMAT/BOQ

Job Description: ***Hiring of Services for Microsoft Cloud & OnPrem Services.***

Tender No. **DCI1062826**

NAME OF BIDDER	
Bidder's GSTIN No.	
SAC Code	

Item No.	Description of Services					UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
140	Azure Landing Zone DR	Standard D3 v2 4vcpus, 14 GB memory *(Part Number:997-03023, Checkpoint)*	2	Number of licenses/quantity		Activity Unit (AU)	1	₹ -	₹ -
		Load Balancer Standard Tier: 5 Rules, 1,000 GB Data Processed	1	Number of licenses/quantity					
		VNet Peering within Central India	1	Number of licenses/quantity					
		VNet Peering Central India -to- South India	1	Number of licenses/quantity					
		D2ads v5 (2 vCPUs, 8 GB RAM) *(Part Number:AAM-69402, For AU)*	2	Number of licenses/quantity					
		Spare Public IPs DC (Qty: 10) *(Part Number:AAA-21913)*	10	Number of licenses/quantity					
		For Domain Name failover during DR (Traffic Manager) *(Part Number:76E-00002, 76E-00004)*	1	Number of licenses/quantity					
		Bandwidth, 4TB *(Part Number: 76E-00004)*	1	Number of licenses/quantity					
		200 Core and 500 GB RAM: 12 D8s v4 (8 vCPUs, 32 GB RAM) x 730 Hours (Pay as you go), Linux, (Pay as you go), 0 managed disks – S4; Inter Region transfer type, 5 GB outbound data transfer from Central India to East Asia *(Part Number: AAH-56953)*							
		10GTB SSD: Managed Disks, Premium SSD, LRS Redundancy, P40 Disk Type 5 Disks; Pay as you go *(Part Number:AAD-18224)*							
		100 TB Storage: Block Blob Storage, General Purpose V2, Flat Namespace, LRS Redundancy, Hot Access Tier, 100 TB Capacity – Pay as you go, 10 x 10,000 Write operations, 10 x 10,000 List and Create Container Operations, 10 x 10,000 Read operations, 1 x 10,000 Other operations. 1,000 GB Data Retrieval, 1,000 GB Data Write, *SFTP Enabled* *(Part Number: N9H-01054)*							
	Managed Services								
150	Managed Services					Quarterly	12		₹ -
	Azure Support Plan								
160	Standard Azure Support Plan					Months	36		₹ -
								Total (Rs.) (exclusive of GST)	₹ -
Applicable GST Rate in %						**Applicable GST#**		**Total (Rs.) (inclusive of GST)**	₹ -

This value is the **BID PRICE** Bidders to refer **Clause 7.0 of ITB** for details.

#Please select from the following list: **CGST + SGST / CGST + UTGST / IGST / None**.

While quoting, the bidder should take into consideration all the terms and conditions of the tender. In this regard, may please refer to SCC of the tender and the detailed break-up of the quantities and other details as given in **Annexure-Z** of the tender**.**

1.0 The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.

2.0 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and applicable GST (CGST & SGST/UTGST or IGST).

3.0 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

4.0 Price Bid furnished without giving any of the details of the taxes (including rates and amounts) will be considered as inclusive of all taxes including GST.

If the a bidder mentions taxes as extra, taxes mentioned by OIL on the Purchase Order / Contract will be binding.

5.0 Input Tax Credit on GST (Goods & Service Tax) for this service is **NOT** available to OIL & the bids will be evaluated based on total price including GST.

6.0 Refer to GCC & SCC for detail of GST.

7.0 Refer to SCC for detailed description of the service.

8.0 Bidders are required to quote for all the items as per Price Bid Format/BOQ. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item

9.0 Bidders are required to quote unit rate against all the items as per Price Bid Format.

10.0 The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.

ANNEXURE-Z

Description	Line Items	Quantity	Total Quantity	Unit of measurement	License requirement from day 1	Remarks	Part Numbers
M365	M365 E3 Unified Existing Customer Sub Per User	3250	117000	UMO	2500		NA
	Exchange Online P1 Sub Per User	5200	187200	UMO	4800		NA
	Defender O365 P1 Sub Per User	8450	304200	UMO	7300		NA
	EMS E3 ALng Sub Per User	5200	187200	UMO	4800		NA
	Entra P1	300	10800	UMO	150		NA
	Apps for Enterprise	500	18000	UMO	200		NA
	MS Teams	500	18000	UMO	100		NA
	M365 Copilot Sub Add-on	2500	90000	UMO	1500		NA
	Copilot Studio Sub (Messages)	7	36	MON	7		NA
	Copilot Studio on Actual	20	36	MON	0		NA
On-Prem AD	Supply of servers		2	NO			NA
	I&C of server, migration of existing infra to new servers		1	AU			NA
	Windows Server 2022 DC or latest license - 16 Core	2	2	NO			NA
Onprem to Azure DR Setup	Design,installation & commissioning of the Disaster Recovery (DR) environment on Azure cloud for the on-premises Private Cloud running on VMware VCF 5.2		1	AU			
	ER gateway	1				To terminate two 1 Gbps express route MPLS link	AAD-83970
	VPN gateway	1					AAA-21912
	ER Circuit ISP1	1				1Gbps	J2Q-00577
	ER Circuit ISP2	1				1Gbps	J2Q-00577
	WAF (Application GW) Standard V2 tier, 730 Fixed gateway Hours, 1 compute units and 1,000 persistent connections with 1 mb/s throughput, 5 GB Data transfer	2				For quality & production	AAD-36319 AAD-36318
	Standard DS3 v2 4vcpus 14Gib memory	2				Cisco Router	997-03174
	Standard D3 v2 4vcpus, 14 GB memory	2				Checkpoint	997-03174
	Load Balancer Standard Tier: 5 Rules, 1,000 GB Data Processed	1				For Cisco Router & Checkpoint FW	AAA-21856 AAA-21854
	VNet Peering within Central India	1					
	VNet Peering Central India-to-South India	1					
	D2ads v5 (2 vCPUs, 8 GB RAM)	2				For AD	AAL-50321
	Spare Public IPs DC	10					AAA-21913

Azure Landing Zone DC (for 3 Years)	For Domain Name failover during DR (Traffic Manager)	1	1	AU	NA		T6Z-00002 T6Z-00004
	Bandwidth, 4TB	1					AAD-84523
	700 Core and 1200 GB RAM: 12 D8s v4 (8 vCPUs, 32 GB RAM) x 730 Hours (Pay as you go), Linux, (Pay as you go); 0 managed disks – S4; Inter Region transfer type, 5 GB outbound data transfer from Central India to East Asia						AAF-47018
	500TB SSD: Managed Disks, Premium SSD, LRS Redundancy, P40 Disk Type 5 Disks; Pay as you go						AAD-18243
	250TB Storage: Block Blob Storage, General Purpose V2, Flat Namespace, LRS Redundancy, Hot Access Tier, 250 TB Capacity - Pay as you go, 10 x 10,000 Write operations, 10 x 10,000 List and Create Container Operations, 10 x 10,000 Read operations, 1 x 10,000 Other operations. 1,000 GB Data Retrieval, 1,000 GB Data Write, SFTP disabled						N9H-01053
	Azure Monitor Log analytics: Log Data Ingestion: 0 GB Daily Auxiliary Logs without processing, 0 GB Daily Auxiliary Logs with processing, 0 GB Daily Basic logs, 1 GB Daily Analytics logs ingested, 1 months of Interactive Retention, 12 months of Retention, 0 GB data restored for 0 days, 0 queries per day with 0 GB data scanned per query, 0 GB of Log Data Exported per day, Platform Log Data Processed per day: 0 GB with Destination to Storage or Event Hub and 0 GB with Destination to Marketplace Partners, 0 Search job Queries per day with 0 GB data scanned per query; 0 SCOM MI Endpoints; Managed Prometheus: Using default collection estimation method (with a cluster of 0 linux nodes, 0 Windows nodes, 0 containers, and 0 pods), 0 Average daily Dashboards users, 7 Dashboards, 50000 Data samples queried per dashboard, 25 promql alerting rules, 25 promql recording rules; Application Insights: 0 GB Daily Analytics logs ingested, 3 months Data retention, 0 Standard Web Tests, 5 Minutes Execution frequency, Executing for 730 hours; 0 resources monitored X 1 metric time-series monitored per resource, 5 Minutes Log Signal frequency with 0 log signals monitored and 1 time series per signal, 0 Additional events (in thousands), 0 Additional emails (in 100 thousands), 0 Additional push notifications (in 100 thousands), 0 Additional web hooks (in millions)						AAA-67301, AAA-67339, AAA-67342, AAA-21960, AAA-67309, AAA-21961, AAA-67310, AAA-22063, AAA-22071, AAG-30214, AAM-84142

	Azure Kubernetes Service (AKS) Standard; Cluster management for 1 clusters; 1 D4as v4 (4 vCPUs, 16 GB RAM) (1 year reserved), Linux; 1 managed OS disk – E15						AAF-43518, AAD-36677
	Azure Site Recovery 0 Customer instances, 100 Azure instances						
Azure Landing Zone DR (for 3 Years)	ER gateway	1	1	AU		To terminate two 1 Gbps express route	AAD-83970
	VPN gateway	1					AAA-21819
	ER Circuit ISP1	1				1Gbps	J2Q-00577
	ER Circuit ISP2	1				1Gbps	J2Q-00577
	WAF (Application GW) Standard V2 tier, 730 Fixed gateway Hours, 1 compute units and 1,000 persistent connections with 1 mb/s throughput, 5 GB Data transfer	2				For quality & production	AAD-36323 AAD-36324
	Standard DS3 v2 4vcpus 14Gib memory	2				Cisco Router	997-03023
	Standard D3 v2 4vcpus, 14 GB memory	2				Checkpoint	997-03023
	Load Balancer Standard Tier: 5 Rules, 1,000 GB Data Processed	1				For Cisco Router & Checkpoint FW	AAA-21856
	VNet Peering within Central India	1					
	VNet Peering Central India -to- South India	1					
	D2ads v5 (2 vCPUs, 8 GB RAM)	2				For AD	AAM-69402
	Spare Public IPs DC (Qty:10)	10					AAA-21913
	For Domain Name failover during DR (Traffic Manager)	1					T6Z-00002 T6Z-00004
	Bandwidth, 4TB	1					T6Z-00004
	200 Core and 500 GB RAM: 12 D8s v4 (8 vCPUs, 32 GB RAM) x 730 Hours (Pay as you go), Linux, (Pay as you go); 0 managed disks – S4; Inter Region transfer type, 5 GB outbound data transfer from Central India to East Asia						AAH-56953
	100TB SSD: Managed Disks, Premium SSD, LRS Redundancy, P40 Disk Type 5 Disks; Pay as you go						AAD-18224
	100 TB Storage: Block Blob Storage, General Purpose V2, Flat Namespace, LRS Redundancy, Hot Access Tier, 100 TB Capacity - Pay as you go, 10 x 10,000 Write operations, 10 x 10,000 List and Create Container Operations, 10 x 10,000 Read operations, 1 x 10,000 Other operations. 1,000 GB Data Retrieval, 1,000 GB Data Write, SFTP disabled						N9H-01054
Managed Services			36	MON			NA
Azure Support Plan	Standard Azure Support Plan to be added by partner		36	MON			NA

PROFORMA-I

BID FORM

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

Sub: IFB No. DCI1062S26 for *'Hiring of Services for Microsoft Cloud & OnPrem Services.'*

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **90 days** from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2026.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-II

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: IFB No. DCI1062S26 for *'Hiring of Services for Microsoft Cloud & OnPrem Services.'*

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against **IFB No. DCI1062S26 for *'Hiring of Services for Microsoft Cloud & OnPrem Services.'***

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-IV

PROFORMA LETTER OF AUTHORITY

TO
CGM-CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: IFB No. DCI1062S26 for *'Hiring of Services for Microsoft Cloud & OnPrem Services.'*

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 **IFB No. DCI1062S26 for *'Hiring of Services for Microsoft Cloud & OnPrem Services.'*** 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: _____

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- V

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No_____ Date _____

Sub: Undertaking of authenticity of information/documents submitted

To,
The CGM-Contracts (HoD)
Contracts Department,
OIL, Duliajan

Sir,

With reference to our quotation 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 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 Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

INTEGRITY PACT

Between

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

And

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

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 and contractors.

(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.

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