



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

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

FORWARDING LETTER

M/s _____

Sub: IFB No. CDG1588P20 for Setting up of Virtual Reality Centre at OIL's Field HQ, Duliajan, Assam including Display Management System, Hardware, Software and design and setting up of VR Room.

Dear Sirs,

- 1.0** OIL INDIA LIMITED (OIL), a "Navaratna" Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0** In connection with its operations, OIL invites International Competitive Bids (ICB) from competent and experienced Contractors through OIL's E-Procurement site for '**Setting up of Virtual Reality Centre at OIL's Field HQ, Duliajan, Assam including Display Management System, Hardware, Software and design and setting up of VR Room**'. 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. | : | CDG1588P20 |
| (ii) | Type of Bidding | : | Online - Single Stage - Two Bid System |
| (iii) | Bid Closing Date & Time | : | As mentioned in Online E-tender portal |
| (iv) | Technical Bid Opening Date & Time | : | As mentioned in Online E-tender portal |

| | | | |
|---------|---|---|---|
| (v) | Price Bid Opening Date & Time | : | Will be intimated only to the eligible/qualified Bidders nearer the time. |
| (vi) | Bid Submission Mode | : | Bids must be uploaded online in OIL's E-Procurement portal |
| (vii) | Bid Opening Place | : | Office of CGM-Contracts Contract Department, Oil India Limited, Duliajan-786602, Assam, India. |
| (viii) | Bid Validity | : | 120 days from date of Bid Closing Date |
| (ix) | Mobilization Time | : | As defined in the tender. |
| (x) | Bid Security Amount | : | Rs. 34,84,000.00 (USD 49,531.00) |
| (xi) | Bid Security Validity | : | 29.02.2020 |
| (xii) | Original Bid Security to be submitted | : | Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA |
| (xiii) | Amount of Performance Security | : | 10% of Total Contract Value for the Job and 10% of Annualized value for AMC |
| (xiv) | Validity of Performance Security | : | Up to 03 (Three) months from date of completion of contract. |
| (xv) | Duration of the Contract | : | Contract shall be awarded as works Contract. Six Months (180 days) inclusive of holidays and OIL bandhs for Job completion + 05 (Five) Years AMC. (AMC shall start after warranty period of 12 (Twelve) months) |
| (xvi) | Quantum of Liquidated Damage for Default in Timely Mobilization | : | Refer clause No. 18.0 of General Conditions of Contract |
| (xvii) | Integrity Pact | : | Must be digitally signed & uploaded along with the Techno-commercial Bid. |
| (xviii) | Bids to be addressed to | : | CGM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India. |
| (xix) | Pre-Bid Conference | : | Tentatively scheduled on 19th & 20th June 2019 |
| (xx) | Last Date for receipt of Pre-bid Queries | : | 17 th June 2019 (Queries received after 17 th June will not be entertained) |

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

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

- 4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations 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.**
- 4.2 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.
- 4.3 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 is not responsible.
- 4.4 Bidders must have a valid User ID to access OIL's e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.
- 4.5 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the available open tenders. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374-2807171/7192.

5.0 **PRE-BID CONFERENCE:**

- 5.1 A Pre-Bid Conference is planned to be held on **19.06.2019 & 20.06.2019 at Kolkata** to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. For details of the venue, bidders may contact CGM-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: +91374-2808665/2800548, Fax# (91)374-2803549, E-mail: contracts@oilindia.in/balen_bharali@oilindia.in.
- 5.2 Maximum two (2) representatives from each prospective Bidder, shall be allowed to participate in the pre-bid conference. All costs associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders. Bidder attending the pre-bid, must confirm their participation (Name of Company & Representative Name) on or before 17th June 2019.
- 5.3 The prospective bidders shall submit their queries/clarifications against the tender through E-mail/Courier addressed to CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **17th June 2019** .OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 17th June 2019 will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.
- 5.4 However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who purchased the tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid (s) shall be rejected outright against this tender.
- 5.5 The exact date and venue of pre-bid conference will be intimated later on.

6.0 **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, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the bidder or the Performance Security is not submitted as

per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished 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. Undertaking of authenticity of information/documents submitted as per Annexure-E should be submitted along with the technical bids.
- iv) **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.
- 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 CGM-Contracts in presence of the authorized representatives of the bidders.
- vi) The authenticity of digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.
- vii) The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. 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 to 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.**

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Go to this Tab “**Notes and Attachments**” for Uploading “Priced Bid” files.

Go to this Tab “**Technical Attachments**” for Uploading “Technical Bid” files.

▼ Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

| cFolder Name | Category | Description | File Name | Version | Processor | Che |
|-------------------------------------|----------|-------------|-----------|---------|-----------|-----|
| The table does not contain any data | | | | | | |

On “EDIT” Mode, Bidders are advised to upload “Technical Bid” and “Priced Bid” in the respective places as indicated above:

Note:

- * The “Technical Bid” shall contain all techno-commercial details **except the prices**.
 - ** The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, click on Add Attachment, 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.
- viii) 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”. As per the existing process, Bidders must upload their pricing as per the “Price Bid ” – Proforma-B under “Notes & Attachment” and additionally to fill up the on-line field “Total Bid Value” under Tab Page “**RFx Information**” with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

Create RFX Response

[Submit](#) | [Read Only](#) | [Print Preview](#) | [Check](#) | [Technical RFX Response](#) | [Close](#)

RFX Response Number 60038748 RFX Number
 RFX Owner BHARALI Total Value 0.00 INR

RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No Price" RFX only

"Total Bid Value" considering all the taxes

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 Proforma-B.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Sd/-
(Balen Bharali)
Sr. Manager - Contracts
For Chief General Manager - Contracts
For RESIDENT CHIEF EXECUTIVE

PART-1

INSTRUCTIONS TO BIDDERS (ITB)

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

A. BID DOCUMENTS

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

- (a) A Forwarding Letter highlighting the following points:
 - (i) Company's IFB No. & Type and Tender Fee
 - (ii) Bid closing date and time
 - (iii) Bid opening date and time
 - (iv) Bid submission Mode
 - (v) Bid opening place
 - (vi) Bid validity, Mobilisation time & Duration of contract
 - (vii) The amount of Bid Security with validity
 - (viii) The amount of Performance Guarantee with validity
 - (ix) Quantum of liquidated damages for default in timely mobilization
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Technical Specification, (Part-3, Section-II)
- (f) Special Conditions of Contract, (Part-3, Section-III)
- (g) Schedule of Rates, (Part-3, Section-IV)
- (h) Estimated CIF value of items at the time of import, (Proforma-A)
- (i) Price Schedule Format, (Proforma-B)
- (j) Bid Form, (Proforma-C)
- (k) Statement of Non-Compliance, (Proforma-D)
- (l) Bid Security Form, (Proforma-E)
- (m) Performance Security Form, (Proforma-F)
- (n) Agreement Form, (Proforma-G)
- (o) Proforma of Letter of Authority, (Proforma-H)
- (p) Authorisation for Attending Bid Opening, (Proforma-I)
- (q) Integrity Pact, (Annexure-A)
- (r) Annual Turnover & Net worth of Bidder (Annexure-B)
- (s) Proforma of Bank Guarantee towards PP-LC (Annexure-C)
- (t) Safety Measures (Annexure-D)
- (u) Undertaking of authenticity of information/documents submitted (Annexure-E)

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 Unsolicited bids will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum.
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the 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.**

B. PREPARATION OF BIDS

- 5.0 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.

5.1 BIDDER'S/AGENT'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorised Agents in India, if any.

6.0 DOCUMENTS COMPRISING THE BID:

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

(A) TECHNICAL BID (to be uploaded in "Technical Attachments" tab)

- (i) Complete technical details of the services and equipment specifications with catalogue, etc.
- (ii) Documentary evidence established in accordance with Clause 10.0 hereunder.
- (iii) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent as per Clause No. 11.11 below.
- (iv) Copy of Bid-Form without indicating prices in Proforma-C
- (v) Statement of Non-compliance as per Proforma-D
- (vi) Proforma-A: List of items to be imported without the CIF values.
- (vii) Copy of Priced Bid ***without indicating prices*** (Proforma-B)
- (viii) Integrity Pact digitally signed by OIL's competent personnel as Annexure-A, attached with the bid document to be digitally signed by the bidder.

Note: Please note that, price should not be mentioned in the "Technical Attachments" tab.

(B) PRICED BID (to be uploaded in "Notes and Attachments" tab)

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments" Tab**:

- (i) Price-Bid Format as per Proforma-B
- (ii) Bid Form as per Proforma-C
- (iii) Proforma-A showing the items to be imported with the CIF values.
- (iv) Proforma-BB(PP-LC), if applicable

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

7.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

8.0 BID PRICE:

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

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

- 8.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding 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 accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

9.0 CURRENCIES OF BID AND PAYMENT:

- 9.1 A bidder expecting to incur its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in the bid. In such a case, the bid shall be expressed in different currencies and the respective amounts in each currency shall together make up the total price.
- 9.2 Indian bidders too can submit their bids in any currency (including Indian Rupees) and receive payment in such currencies on par with foreign bidders. However, currency once quoted will not be allowed to be changed.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

11.0 BID SECURITY:

- 11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9 hereunder.
- 11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide **Proforma-E** or a Bank Draft/Bankers' cheque in favour of OIL and payable at Duliajan, Assam or an irrevocable Letter of Credit (L/C) from any of the following Banks –
- 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 bidder, or
 - b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, 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.

d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

The Bank Guarantee/LC shall be valid for the time as asked for in the Bid Document. Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

11.3 Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.

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

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

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

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

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

11.9 The Bid Security may be forfeited:

- i) If the bidder withdraws the bid within its original/extended validity.
- ii) If the bidder modifies/revise their bid suo-moto.
- iii) If the bidder does not accept the order/contract.
- iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) 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

11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 02 (Two) years.

11.11 The scanned copy of the original Bid Security in the form of either Bank Guarantee or LC must be uploaded by bidder along with the Technical

bid in the “Technical Attachment” tab of OIL’s E-portal. The original Bid Security shall be submitted by bidder to the office of CGM-Contracts, Oil India Ltd., Duliajan-786602(Assam), India in a sealed envelope which must reach CGM-Contract’s office on or before 12.45 Hrs (IST) on the Bid Closing date.

11.12 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.

11.13 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.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602. The Bank details are as under:

| | Bank Details of Beneficiary | |
|----------|------------------------------------|--|
| a | Bank Name | AXIS BANK LTD |
| b | Branch Name | DULIAJAN BRANCH |
| c | Branch Address | DAILY BAZAR, JYOTI NAGAR,DULIAJAN , DIST. DIBRUGARH, ASSAM , PIN 786602 State: ASSAM |
| d | Banker Account No. | 910020040028220 |
| e | Type of Account | Current Account |
| f | IFSC Code | UTIB0001129 |
| g | MICR Code | 786211302 |
| h | SWIFT Code | AXISINBB140 |
| i | Contact No. | +919706011291 |
| j | Contact Person Name | SOUMIK PAUL |

| | | |
|----------|----------|--|
| k | Fax No. | 03742800089 |
| 1 | Email Id | duliajan.branchhead@axisbank.com |

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:

- 12.1 Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- 12.2 MSEs Units (manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.

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

- 12.2.1 For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender; seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. Late communication in this regards and request for bid closing date extension on that plea shall not be entertained by Company.

13.0 PERIOD OF VALIDITY OF BIDS:

- 13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 180 days from Bid Closing Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

C. SIGNING & SUBMISSION OF BIDS:

14.0 SIGNING OF BID:

- 14.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with 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 "Organization Name" field other than Bidder's Name are not acceptable. Digital Signature Certificates having Bidder's Name in the "Organization Name" field are only acceptable.

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 to be made to a document after uploading, the same may be deleted and such revised document is to be Digitally Signed again before uploading. It is advised to delete the unwanted documents before submission of the response. The Power of Attorney shall be submitted by bidder as mentioned in Para 15.1 below.

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

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorisation (as per **Proforma-H**) shall be indicated by written Power of Attorney accompanying the Bid.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.

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

15.0 SUBMISSION OF BIDS

- 15.1 The tender is processed under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are 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 Proforma-B should be uploaded in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. **No price should be given in the "Technical Attachment", otherwise bid shall be rejected.** The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB:

- i) The Original Bid Security along with 1(one) copy
- ii) Power of Attorney for signing of the bid digitally
- iii) Any other document required to be submitted in original as per bid document requirement.
- iv) Printed catalogue and literature if called for in the bid document.

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

- 15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Technical Bid.
- 15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

16.0 INDIAN AGENT/REPRESENTATIVE/RETAINER/ASSOCIATE:

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

Further, overseas bidders shall submit their bids directly and not through their Agent/Representative/Retainer/Associate in India. Bid submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. Moreover, one Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign bidder against the IFB.

The Indian Agent/Representative/Retainer/Associate will not be permitted to submit any Bid Security and Performance Security on behalf of their foreign principals and also the Indian Agent/Representative/Retainer/Associate will not be allowed to execute the contract and receive payment against bid submitted by their foreign principals. Such bids shall be rejected straightway.

17.0 DEADLINE FOR SUBMISSION OF BIDS:

- 17.1 Bids should be submitted 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.
- 17.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 17.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs(IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

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

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

19.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 19.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.
- 19.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 19.3 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 shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

20.0 EXTENSION OF BID SUBMISSION DATE:

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

21.0 BID OPENING AND EVALUATION:

- 21.1 Company will open the Technical Bids, including submission made pursuant to clause 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-I**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 21.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date/time will get extended up to the next working day and time.
- 21.3 Bids which have been withdrawn pursuant to clause 19.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 21.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of

requisite Bid Security, and such other details as the Company may consider appropriate.

- 21.5 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.
- 21.6 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.
- 21.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.8 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

22.0 OPENING OF PRICED BIDS:

- 22.1 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. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 22.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by

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

23.0 CONVERSION TO SINGLE CURRENCY:

While evaluating the bids, the closing rate of exchange declared by State Bank of India on the day prior to price bid opening or the latest available will be taken into account for conversion of foreign currency into Indian Rupees. Where the time lag between the opening of the price bids and final decision exceeds three months, the rate of exchange declared by State Bank of India on the date prior to the date of final decision will be adopted for conversion.

24.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per **BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Document.

24.1 DISCOUNTS/REBATES:

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

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

24.3 LOADING OF FOREIGN EXCHANGE:

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

24.4 EXCHANGE RATE RISK:

Since Indian bidders are now permitted to quote in any currency and also receive payments in that currency. Company will not be compensating for any exchange rate fluctuations in respect of the services.

24.5 REPATRIATION OF RUPEE COST:

In respect of foreign parties rupee payments made on the basis of the accepted rupee component of their bid, would not be repatriable by them. A condition to this effect would be incorporated by the Company in the contract.

25.0 CONTACTING THE COMPANY:

- 25.1 Except as otherwise provided in **Clause 21.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 21.5**.
- 25.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

26.0 AWARD CRITERIA:

The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

27.0 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.

28.0 NOTIFICATION OF AWARD:

- 28.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail that its Bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of Performance Security pursuant to **Clause 29.0** below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause 11.0** hereinabove.

29.0 PERFORMANCE SECURITY:

- 29.1 On receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-F** or in any other format acceptable to the Company and must be in the form of a Demand Draft or 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 bidder, or

- b) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.
- 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.
- d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

- a) Full address.
- b) Branch Code.
- c) Code Nos. of the authorized signatory with full name and designation.
- d) Phone Nos., Fax Nos., E-mail address.

The domestic bidders 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.

The foreign bidder 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.

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

- 29.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- 29.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 29.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 29.5 Failure of the successful Bidder to comply with the requirements of **clause 29.0 and/or 30.0** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security or Performance Security. In such an

eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

30.0 SIGNING OF CONTRACT:

- 30.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 30.2 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.
- 30.3 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 Bid Security or the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 02 (Two) years from the date of default.

31.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information /documents, the Bid Security/Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

32.0 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.

33.0 MOBILISATION ADVANCE PAYMENT:

- 33.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 33.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.

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

34.0 INTEGRITY PACT:

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

- 34.2 OIL has appointed Shri Rajiv Mathur, IPS(Retd), Shri Jagmohan Garg, Ex-Vigilance Commissioner and Shri Rudhra Gangadharan, IAS(Retd.) as Independent Monitors(IEM) for a period of 3(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 Rajiv Mathur, IPS (Retd), Former Director, IB, Govt. of India;
E-mail id: rajivmathur23@gmail.com

b. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC
E-Mail id: jagmohan.garg@gmail.com

c. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail id: rudhra.gangadharan@gmail.com

35.0 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.

36.0 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.

37.0 PURCHASE PREFERENCE POLICY-LINKED WITH LOCAL CONTENT (PP - LC)

Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. The details clauses applicable for this tender are as under:

37.1 In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE Policy. If a bidder seeks free of cost tender document under the MSE Policy, then it shall be considered that the bidder has sought benefit against the MSE Policy and this option once exercised cannot be modified subsequently.

37.2 Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet/exceed the target of Local Content (LC) of 35%.

37.2.1 Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We _____ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

37.2.2 Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the

mandatory Local Content requirements of the Services i.e. _____ (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No._____ dated _____ against OIL tender No._____ by M/s _____ (Name of the bidder).

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law required certificates shall be provided by a practicing Chartered Accountant.

37.2.3 At the bidding stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format enclosed as **Proforma-BB(PP-LC)** of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.

37.3 Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is with 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

37.3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

37.4 Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

37.4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

37.4.2 When the tendered goods/services cannot be divided in the exact ratio of 50%/50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example:

In case tendered quantity is 03 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 02 nos. only and the rest will go to L-1 (NLC bidder).

OR

(Alternate clause applicable for cases where tendered quantity cannot be divided).

37.5 The tendered quantity is not splittable/non-dividable/cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

37.6 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

37.7 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

37.8 **Determination of LC**

37.8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

37.8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General service cost, excluding profit, company overhead cost, taxes and duties.

37.8.3 The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

37.8.4 **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

37.9 Calculation of LC and Reporting

37.9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

37.9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.

37.10 Certification and Verification

37.10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

37.10.1.1 At bidding stage:

- a) Price Break-up
 - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause **37.2.3**.
 - (ii) Bidder must have LC in excess of the specified requirement.
- b) Undertaking by the bidder
 - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no. **37.2.1**, such undertaking shall become a part of the contract.
 - ii. Bidder shall also submit the list of items/services to be procured from Indian manufacturers/service providers.
- c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **37.2.2**.

37.10.1.2 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

37.10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good

or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

37.10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

37.10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

37.10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

37.11 **Sanctions**

37.11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

37.11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

37.11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/successful bidder.

37.11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

37.11.5 In pursuance of the clause above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (**Annexure-C**) equivalent to the amount of PBG.

END OF PART-1

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PART-2

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

1.0 BID REJECTION CRITERIA GENERAL CONFORMITY

The bid shall conform generally to the specifications and terms and conditions given in this bid documents. Bids shall be rejected in case the services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Techno-Commercial Bid.

VITAL CONFORMITY

Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard to the prospective bidders who purchased the tender document. Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected outright.

Bids are invited under SINGLE STAGE-TWO BID SYSTEM i.e. the bidders must submit the “Techno-commercial” and “Priced” Bids in electronic form through online OIL’s e-Tender portal accordingly as per the stipulated Bid Closing Date and time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender and the Commercial Bid as per the Price Bid Format

1.1 TECHNICAL CRITERIA

The following minimum criteria should be met by the Bidder failing which their bid/offer will be rejected:

1.1.1 Bid should be complete covering all the Scope of Work laid down in tender document and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/literatures wherever required. Incomplete and non-conforming bids will be rejected outright.

1.1.2 Eligibility and experience of the bidder:

Bids not satisfying the following criteria will be rejected.

A. Experience:

a) The Bidder must have the experience of setting-up at least 02 (Two) such

Virtual Reality Centers for major oil and gas companies globally in the last 07 (Seven) years preceding from bid closing date of this tender. Bidder must give a list of such center along with the details of the contact person supported by necessary documentary evidence viz. installation & commissioning, acceptance certificate etc. in support of the same. VR Centers made for the Bidders own purpose and for its subsidiaries will not be considered. The setting-up of such Virtual Reality Center will essentially mean installation, commissioning and integration of the entire solution supplied by the Bidder to the concerned oil & gas companies.

- b) Bidder can quote third party software for the items specified in Part-3, Section-I, Sub-section-4, clause 4.1 and 4.2 of the tender document. Bidder must provide only such third party software of which at least 03 (Three) licenses have been sold by the Bidder or by the third party itself in last 03 (Three) years preceding from bid closing date of this tender. Bidder has to provide documentary evidence along with the contact address for the same.
- c) Bidder has to provide documentary evidence for at least one major upgrade of the G&G software during the last two (2) years preceding from the original bid closing date of this tender.
- d) The Display system, VR Projectors and screen are the most important components of the tender. In view of this, the OEM for display system should have installed at least 01 (One (1) multi-channel stereoscopic display system in India in last seven (7) years. Bidder has to provide documentary evidence along with the contact address for the same.
- e) Manufacturers of the Display system, VR Projectors and screen should have maintenance and support facilities in India. Bidder has to provide documentary evidence for the maintenance and support facilities and personnel along with the contact address for the same.

Note: For proof of requisite Experience (refer clause **Notes to BEC Clause 1.1.2,**

- A. **Experience (a), (b), (c), (d), (e) of BRC**, the bidder shall submit copies of contracts with the detail scope, along with relevant documentary evidences in respect of satisfactory execution of the contract and execution of requisite value, in the form of copies of any of the documents (indicating respective contract number and type of services), such as:
 - (i) Satisfactory completion/performance report or
 - (ii) Proof of settlement/release of final payment against the contract or
 - (iii) Any other documentary evidence that can substantiate the satisfactory execution of the contracts with requisite value as cited above.
- B. **Eligibility criteria for bidding are as follows:**
 - 1) **The bidder must fulfill all technical experience criteria as stipulated in the sub clauses 1.1.2, A. Experience (a), (b), (c), (d), (e) of BRC.**

2) **Eligibility criteria in case bids are submitted on the basis of experience of the parent/subsidiary company:**

Offers of those bidders who themselves do not meet the experience criteria as stipulated in **clauses 1.1.2, A. Experience (a), (b), (c), (d), (e) of BRC** can also be considered provided the Bidder is a subsidiary company of the parent company **[supporting company]** in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary **[supporting company]**. However, the parent/subsidiary company of the Bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like Technical Collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an Agreement (as per format enclosed as **Annexure-VI (a)**) between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-VI (b)**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA- K**), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have Permanent Establishment in India, the bidding company can furnish Performance Security for an amount which is sum of Performance Security amount to be submitted by the bidder and Performance Security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.
- (ii) Undertaking from the supporting company to the effect that in addition to invoking the Performance Security submitted by the contractor, the Performance Security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

Note: In case Supporting company fails to submit Performance Bank Guarantee as per (i) above, Bid Security submitted by the bidder shall be forfeited.

- 1.2** Bidders quoting on the Subsidiary/Parent company experience (who qualifies the Technical requirement as per the tender qualifying criteria) should provide the respective services including key personnel for a minimum

duration of 50% of the Contract period during execution of the contract. A declaration as per **Proforma ZZ** in this respect to be submitted as part of technical bid.

1.3 Mobilization and Project completion Time:

- i) The Contractor must mobilize their personnel, equipment, tools, spares and all other necessary materials immediately within a maximum of 30 days from the date of issue of Letter of Award (LOA) by the Company.
- ii) Installation and commissioning of the complete VR Setup is to be ready within one hundred fifty (150) days from date of issue of LOA. Offers must confirm the point 1.3, i) & ii) above. Offer will be rejected in case of Noncompliance/Deviation of point 1.3, i) & ii) above.

1.4 FINANCIAL CRITERIA

- 1.4.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 7.74 Crore or USD 11,00,370.00**
- 1.4.2 Net worth of the bidder must be Positive for the preceding financial/accounting year.
- 1.4.3 Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding 06 (Six) months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (as the case may be) has actually not been audited as in the Original bid closing date as per format attached Annexure-XX of BEC [Format attached].

NOTE:

- (a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:
 - i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-B to BEC.**
 - OR
 - ii) Audited Balance Sheet along with Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.
- (b) In case the bidder is a Central Govt. Organization/PSU/State Govt.

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

1.5 In case the bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

- (i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
- (ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as Annexure-VI(c) by the authorized officials.
- (iii) The bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- (iv) Documents proving that Net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.

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

2.0 COMMERCIAL EVALUATION CRITERIA:

2.1 Bids shall be submitted under Single Stage Two Bid System i.e., Technical Bid and Price Bid separately in the OIL’s E-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFx Response” Tab** and Price Bid as per **Proforma- B** uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.

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

2.3 Bids should be valid for 120 days from bid opening date. Bids with shorter validity will be rejected as being non-responsive.

2.4 Bid Security for and amount of Rs. 34,84,000.00 [or US\$ 49,531.00] in Original shall be furnished as a part of the Technical Bid and shall reach OIL’s CGM-Contract’s office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL’s E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

2.5 The Integrity Pact must be uploaded in OIL’s E-Procurement portal along

with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

- 2.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 2.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 2.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.
- 2.9 Any Bid containing false statement will be rejected.
- 2.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in "Price Bid Format" of Bid Document, otherwise the Bid will be summarily rejected.
- 2.11 Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/Associate cannot represent more than one foreign principal.
- 2.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:
 - i) Performance Guarantee Clause
 - ii) Force Majeure Clause
 - iii) Tax Liabilities Clause
 - iv) Arbitration Clause
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated damage and penalty clause
 - vii) Safety, Environment & Labour Law
 - viii) Termination Clause
 - ix) Integrity Pact
- 2.13 The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except

copies of the documents required in physical form] should invariably be submitted in the 'Technical Attachment Tab' through OIL's e- bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

- 2.14 The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.

3.0 BID EVALUATION CRITERIA: The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered. The evaluations as per the Price Evaluation Criteria are as under:

- 3.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.2 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, Kolkata CAG branch, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 03 (Three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 3.3 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under **Section - IV** and the summarized price schedule format vide enclosed **Proforma - B**.
- 3.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 3.5 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format as per 'Proforma-B'.

4.0 GENERAL:

- a) The project of the setting-up a VR Center is of turn-key nature which amongst others will include necessary hardware, software, display systems, audio/visual system, AMC, training, installation and commissioning, all internal fittings, furnishing (soft and hard) etc. The project will also involve installing third party equipment and software (new as well as existing). Bidder must bid for the entire project. Incomplete bid in this regard will be

rejected.

- b) Bidders must quote for all items and undertake in writing that they would carry out installation/commissioning of the entire system including the third party items. However, if at the time of installation & integration of the system, it is found that some additional hardware accessories or software items with licenses are required to complete the configuration, which were not included in the Bidder's original list of deliverables, then the Bidder is required to supply such items to ensure the completeness of the configuration at no extra cost to OIL.
- c) The Bidder should also guarantee support for the same for minimum 05 (Five) years after expiry of warranty period with regard to providing service, maintenance etc. by way of entering into a maintenance contract.
- d) The VR Center offered should be in accordance with Sections-II, III and IV of Part-3 of the NIT.
- e) The equipment specifications must be provided as per bid format and all the columns of the "Check list" and "Price schedule" should be filled in properly. However, prices should be kept blank in the technical bid.
- f) Bidders must quote for all the items as mentioned in SECTION-II and SECTION-IV of Part-3. Accordingly Bidder will also quote for the Training and Annual Maintenance for all the items as mentioned in SECTION-IV of Part-3. Any bid with the incomplete quote (Both technically and commercially) will be rejected.
- g) The bids along with all technical documentation must be in English language only. Otherwise, Bids will be rejected.
- h) The Bidder must provide details of make and models of all items and certification of authorization from OEM. Failure to provide details will render Bid invalid.
- i) The Bidder must not provide solutions involving products that have reached or nearing end-of- life. Certification from OEM for the same along with availability of spares for entire period of the contract are to be provided. Additionally, declaration must be submitted stating that the Main VR setup Hardware and Software that the Offered model of the is not going to become obsolete in coming 05 years [after warranty period].
- j) Bids must not contain qualifying conditions (For example, in respect of a particular equipment statements like "under field test and shall be supplied by the time the Contract is signed", "Specifications will be upgraded in the event the Contract is awarded" etc. etc.)
- k) All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid.

4.1 In case bidder takes exception to any clause of bid document not covered

under BEC, 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.

- 4.2 To ascertain the substantial responsiveness of the Bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.
- 4.3 OIL requires to finalize the Contract within a limited time schedule. Therefore, it may not be feasible for OIL to seek clarifications in respect of incomplete/incomprehensible offers. As such, prospective Bidders are advised to ensure that their Bids are complete in all respects and conform to the terms, conditions and Bid Evaluation Criteria of this tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.
- 4.4 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.
- 4.5 **CUSTOMS DUTY:** In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 (CONDITION NO. 48) of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST@5%) subject to conditions specified therein (Condition No. 48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.
- 4.6 Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST Notification No.03/2017.

5.0 PURCHASE PREFERENCE CLAUSE:

Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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.

- 5.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- 5.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

- 5.3 In case any part of the work is sub-contracted (with prior approval from Company) to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- 5.4 **DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs:** Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.
- 5.5 **Purchase preference Policy (linked with Local Content) (PP-LC)**
- 5.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender (***Annexure- XII enclosed***).
- 5.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at Clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.
- 6.0 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.

Part-3

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section-II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

2.0 EFFECTIVE DATE, MOBILISATION TIME/DE-MOBILIZATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:

2.1 **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.

2.2 **MOBILISATION TIME:** The mobilization of equipment, personnel etc. should be initiated by Contractor immediately after issuance of LOA by the Company. Mobilization shall be deemed to be completed when Contractor's all equipment and manpower are placed at the nominated site and in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the LOA is issued as certified by the Company's representative shall be treated as the date of Commencement of Contract.

2.4 **DURATION OF CONTRACT:** The contract shall be for a period of 06 (Six) Months (180 days) inclusive of holidays and OIL bandhs for Job completion from the commencement of the Contract. + 05 (Five) Years AMC. (AMC shall start after warranty period of 12 (Twelve) months).

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

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

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

3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.4 Contractor shall be deemed to have satisfied himself before submitting 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.

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

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

4.1 Pay Contractor in accordance with terms and conditions of the contract. The period of time for which each rate shall be applicable shall be computed from and to the nearest hour. The rates contained in the Contract shall be

based on Contractor's operation being conducted on a seven (7) days week and a twenty-four (24) hours work day. Under the Contract, Contractor will be entitled to the applicable rate defined in **Section-IV**. These rates are payable when the required condition has existed for a full 24 hours period. If the required condition existed for less than 24 hours, then payments shall be made on pro-rata basis.

- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR

- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. 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 without affecting Company's work.
- 5.3 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 & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS:

- 6.1 Contractor warrants that 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/oil field 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.
- 6.2 Should Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the

Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
 - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.
- 7.4 During this 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 shall 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.
- 7.5 However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

8.0 TAXES:

- 8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.
- 8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

- 8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.
- 9.0 GOODS AND SERVICES TAX**
- 9.1 **GENERAL REMARKS ON TAXES & DUTIES:**
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.
- 9.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 9.3 “**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.
- 9.4 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.
- 9.5 Bidder should also mention the **Harmonised System of Nomenclature** (HSN) and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 9.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 9.6.1 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.

- 9.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 9.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 9.7.1 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.
- 9.7.2 The bids will be evaluated based on total price including **GST**.
- 9.8 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.
- 9.9 Contractor/vendor 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/vendor 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.
- 9.10 **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/vendor, OIL shall withhold the payment of **GST**.
- 9.11 **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/vendor but will be directly deposited to the government by OIL.
- 9.12 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.
- 9.13 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor/ Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor /Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor 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.

- 9.14 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.15 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.
- 9.16 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.
- 9.17 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.
- 9.18 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.
- 9.19 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.
- 9.20 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.21 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.

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.

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.

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.

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

- 9.22 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.
- 9.23 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.
- 9.24 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.
- 9.25 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.
- 9.26 **Documentation requirement for GST:**

The vendor 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;
- 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:

- (i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- (iii) 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.

9.27 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.

9.27.1 In case the GST rating of vendor 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 vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

10.0 INSURANCE:

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

- 10.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools/equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/equipment.
 - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.
- 10.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 10.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 10.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 10.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 10.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on

the Company and to the extent of the liabilities assumed by Contractor under this Contract.

- 10.8 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.

11.0 CHANGES:

- 11.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 11.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**Section-IV**). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

12.0 FORCE MAJEURE:

- 12.1 In the event of either party being rendered unable by 'Force Majeure' To perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 (Seventy-Two) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 12.3 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 shall apply for the first 10(ten) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond 10(ten) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of 10(ten) days force majeure period unless otherwise agreed to.

13.0 TERMINATION:

- 13.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or the extension period, if exercised by Company under the provision of the Contract.
- 13.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 12.0 above.
- 13.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 13.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 13.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 13.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.
- 13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 15 (fifteen) days written

notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination including the De-mob cost, if any.

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

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

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

14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

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

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

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

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

| | |
|--|--------------|
| | Arbitrators. |
|--|--------------|

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Dept. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

15.0 NOTICES:

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

Company

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

- b) **For technical matters**
CGM (OGPL&P)
OIL INDIA LIMITED
PO Duliajan - 786602,
Assam, India
Phone No. 91-374-2808399
Email: pulakjsarma@oilindia.in

- c) **Contractor**
-

Fax No. :

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

16.0 SUBCONTRACTING/ASSIGNMENT:

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

17.0 MISCELLANEOUS PROVISIONS:

- 17.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 17.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.
- 17.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials,

rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

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

18.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

- 18.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization for commencement of operations within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of total contract value per week or part thereof of delay subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section-I of Part-3.
- 18.2 If the Contractor fails to mobilise within the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.
- 18.3 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/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever.

19.0 PERFORMANCE SECURITY: The Contractor shall furnish to Company a Bank Guarantee amounted to 10 % of estimated total Contract Price with validity of 3(three) months beyond the contract period towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor.

20.0 ASSOCIATION OF COMPANY'S PERSONNEL: Company's engineer/chemist will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide Company with a standard of work customarily provided by reputed IP Survey Contractors to major international oil companies in the petroleum industry.

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

22.0 LIABILITY:

- 22.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 22.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 22.3 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.
- 22.4 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.
- 22.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor

from and against such loss or damage and any suit, claim or expense resulting there from.

- 22.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 22.7 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.
- 22.8 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.

23.0 LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and/or Criminal Acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

24.0 INDEMNITY AGREEMENT:

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

25.0 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.

26.0 SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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).

27.0 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:

- i) For non-completion of jobs assigned as per Section-II.
- ii) Contractor's indebtedness arising out of execution of this Contract.
- iii) Defective work not remedied by Contractor.
- iv) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- v) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.

- vi) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- vii) Damage to another Contractor of Company.
- viii) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- ix) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

- (i) Order issued by a Court of Law in India.
- (ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- (iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- (iv) Any payment due from Contractor in respect of unauthorised imports.

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

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

28.0 APPLICABLE LAW:

- 28.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/Guwahati.
- 28.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:
 - a) The Mines Act 1952- as applicable to safety and employment conditions
 - b) The Minimum Wages Act, 1948
 - c) The Oil Mines Regulations, 1984
 - d) The Workmen's Compensation Act, 1923

- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) GST Act
- l) Customs & Excise Act & Rules

29.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said 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.

30.0 SUBSEQUENTLY ENACTED LAWS:

- 30.1 In the event of introduction of any new legislation or any change or 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, (other than personnel and Corporate taxes), duties, 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.
- 30.2 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.

- 30.3 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.
- 30.4 Notwithstanding the provision contained in clause 30.1 to 30.2 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.
 - i. Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - ii. Other taxes & duties including Customs Duty, Excise Duty and GST in addition to new taxes etc. in respect of sub-contractors, Contractors, agents etc. of the Contractor.
- 30.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the Contractor is liable to provide following disclosure to Company:
- iii. Details of each of the input services used in relation to providing service to Company including estimated monthly value of input service and GST amount.
 - iv. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.
- 31.0 ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.
- 32.0 WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the

subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

33.0 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.

34.0 PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT:

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

34.1.1 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. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.

34.2 **MANNER OF PAYMENT:** All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Bidder's account.

34.3 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.

34.4 **INVOICES:** Mobilization charges will be invoiced only upon completion of mobilization. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by Company.

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

34.6 Contractor will submit 03 (Three) 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.

34.7 Payment of monthly invoices, if undisputed, shall be made within 30 days

following the date of receipt of invoice by Company.

- 34.8 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 34.3 above.
- 34.9 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 34.10 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.

- 34.11 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.

END OF SECTION-I

Part-3

SECTION-II

SCOPE OF WORK/TERMS OF REFERENCE/TECHNICAL SPECIFICATIONS

SUB-SECTION-1

PREAMBLE:

Oil India Limited (OIL), a Government of India enterprise, is engaged mainly in exploration, production and transportation of oil and natural gas. It also has participating interest in downstream sector of the industry. The Company had set-up a Virtual Reality Centre at its Field Headquarters at Duliajan, ASSAM in 2011 which was awarded through limited tender with single point responsibility on the Contractor. The VR Centre is a complete end-to-end solution of the G&G requirement of the Company and is frequently used to facilitate collaborative decision and intelligent working across different disciplines of the E&P Business Centre using immersive visualization technologies and real-time operations support tools to enable E&P professionals to evaluate various options/scenarios, provide insight into complex problems, optimize business operations and decision making and reduce the project completion time and cost. The existing VR setup was using Petrel and GeoFrame softwares of M/s. Schlumberger for 3D visualization. Sufficient datasets have been generated in terms of G&G projects and the majority of the same are stored as GeoFrame backups. With the existing VRC (Display Management System, associated hardware and software) at Duliajan exceeding its End-of-Life (EoL and expiry of AMC), replacement of the same is being planned by Oil India Limited along with associated civil work. **Migration of the existing database and projects are also being proposed within the scope of work.**

The VR Centre will be set-up at its present location at Field Headquarters at Duliajan, Assam through a turn-key contract with single point responsibility on the Contractor. This will include amongst others, supply of all necessary hardware, software, projection system, design of the VR Centre, its infra-structure including internal fittings, lay-out, light system, sound system, acoustics of the Centre, furnishing (soft and hard), air conditioning etc, installation of hardware, installation and configuration of software, maintenance and training on the system. All the items under the proposed procurement will be sourced from single G&G Contractor only. The entire contract which is inclusive of delivery, installation, commissioning will be executed within one hundred and fifty (150) days of award of LOA.

The VR Centre in the immediate context will serve mainly for G&G purposes, with provisions for expansion to cater to online drilling and production monitoring. The Centre is required to meet the following objectives:

- i) Collaboration, integration & interpretation of G&G data through immersive visualization technology
- ii) Managing exploration risk and time
- iii) Reservoir characterization
- iv) Field development plan

- v) Accessing data for visualization from OIL's remote Centres through network
- vi) Ensure high availability of equipments/services throughout the warranty/AMC period
- vii) Enable efficient data visualization of Seismic datasets
- viii) Efficient Imaging of Complex Geology, Seismic modelling & Inversion
- ix) Facility for presentation/discussion & video conferencing

1.1 Brief description of the scope of the procurement and services for setting-up of VR Centre: Apart from supply of necessary hardware, software, design and fitting-up of the VR Centre, the scope of work necessarily includes seamless connectivity/compatibility with the existing G&G resources of the Company including remote/sharing streaming solution to provide the following capabilities:

- Should allow selected content or even a copy of full 3D display to be viewed by remote users working remotely on a Windows PC or Mac OS, e.g. deployed field personnel or remote experts on OIL network.

- The solution should allow at least 4 simultaneous users to view the content being shared.

- When the selected content to be shared is running Active 3D, the remote viewers should be able to see a flicker-free 2D images of the same content on their devices.

The VR Centre is required to provide collaborative environment with stereoscopic visualization facility for about 15 persons. The VR Centre room must have capacity for 20 persons in normal presentation mode. The item-wise broad requirement of the proposed VR Centre is given below:

1.1.1 Display Management System: The display management system broadly covers the following:

- i) Display for VR Centre (3x2 video wall) providing immersive/ collaborative environment
- ii) Display system for normal presentations
- iii) Video-conferencing facility with requisite audio-visual equipments.

The detailed specifications of the display system are given in **Part-3, Section-II, Sub-section - 2.**

1.1.2 Hardware

The Contractor will offer state-of the art hardware solutions which will meet the above objectives. However, the Contractor is free to propose enhanced specifications with proper justifications and details. OIL, at its sole discretion, may accept such offers in case they are found to be suitable to the specified requirement. The broad hardware solutions/requirements are as follows:

- i) Main server/image generator
- ii) Storage facilities
- iii) Tape library back-up solutions
- iv) Back-up server
- v) Networking
- vi) High-end workstations
- vii) UPS

The Contractor shall be responsible for delivery, installation, integration and commissioning of all the items supplied and must provide all the accessories and peripherals viz. cables, cords, connectors, fittings, fixtures etc. required for successful installation and commissioning of the new setup even if the same are not explicitly spelt out in this document. These products must confirm to reputed brand and comply with Bureau of Indian Standards (BIS). The Contractor must also ensure connection with the existing software/hardware/network available at OIL. The detailed specifications of the hardware solutions are given in **Part-3, Section-II, Sub-section - 3.**

1.1.3 **Software**

The Contractor will provide and install the entire software stack including Operating System, G&G Application Software, Management Software, Libraries, System monitoring and management tool and any other software tool required to complete the end-to-end solution. All server and storage solution and other peripherals related software (including its own operating system and software related to file system, administration & management) like Link software, Backup software, Drivers etc. including Third Party software if any, must be provided on suitable optical media/downloadable link with necessary and adequate number of permanent licenses and enabled at the time of installation & commissioning of the software. All the upgrades of the OS, server, storage system & peripherals related software among others that form a part and parcel of this end to end total solution must be provided to OIL and installed/implemented as and when released by respective parties and it must be supplied along with media free of cost during the warranty and AMC period. Software solutions of the VR centre can broadly be presented as follows:

- i) OS for all the systems mentioned in scope of work
- ii) G&G Application software for VR Centre and workstations
- iii) Any other utility software required for the tape backup, archival, storage etc. for smooth functioning of VR Centre
- iv) Any other Software/Middleware tools that may be required for an efficient solution of the proposed VRC set-up.

The detailed specifications of the software solutions are given in **Part-3, Section-II, Sub-section-4.**

1.1.4 **VR Centre - Room Design and Infra-structure requirements**

The existing VR Centre requires upgradation in terms of layout design and adequate infrastructure. The work will include the following:

- i) Detailed design and layout of the VR Centre
- ii) Adequate furniture and interior furnishing of VR Centre
- iii) Electrification and power requirement
- iv) Necessary air-conditioning, etc
- v) Lighting and illumination
- vi) Audio system
- vii) Video-conferencing facility
- viii) AV control system
- ix) Uninterrupted Power Supply (UPS)
- x) Security system and QHSE
- xi) Power back-up through on-line UPS

The detailed specifications of the room design of the VR Centre and its infrastructure requirements are given in **Part-3, Section-II, Sub-section - 5.**

SUB-SECTION-2

2.1 Detail Description of Different Components of the Display Management System are given below:

2.1.1 Active 3D stereoscopic display system

The Display system should be based on rear projection LED/Laser source with redundancy for LED/Lasers. The Display technology should be DLP with LED/Laser illumination with active stereoscopic 3D. The specifications hereunder are minimum; any better alternative solution is acceptable.

| Parameter | Specification |
|---|---|
| Display Configuration of 3D-Visualisation System | <ul style="list-style-type: none">i) The display system should be a rear projection system.ii) The display size should not be less than 4.6m wide x 1.7m high.iii) A minimum resolution of 12.4 Megapixel in 2D as well as Active 3D is required on screen.iv) The display solution should be a matrix of minimum 6 numbers of 3D cubes (min 70in each).The cubes could either be a catalogued product of the OEM or custom-built for these specifications. The display technology should not use any colour wheel for colour generation.v) The lifetime of the illumination source (LED/Lasers) should be at least 80,000 Hrs in normal power mode consuming less than 220W per cube.vi) The screen should be a cross-prism/FXS rigid flat screen with inter screen gap of not more than 0.2mm. There should not be any change in the screen gap at temperatures between 20°C to 35°C.vii) The native resolution (both in 2D as well as 3D) should not be less than 1920 x 1080 for each cube. The light source to be used should be LED/Laser. To provide better control over color uniformity, the display screens shall not use any color wheel technology and/or a technology generating 3 primary colors from a single light source or from a light source of a single color only (i.e. only white or only blue color LED/ laser diodes).viii) A maximum space of 1.5 m can be provided for display system (including maintenance area), as measured from the front of the image surface (screen surface) to the wall behind. The display system (including maintenance area) should be deployed within this allocated space of 1.5 m.ix) The display solution shall provide a brightness of 500 nits while consuming less than 220W per cube.x) The solution should have excellent ambient light resistance on viewer (front) side to preserve black levels as well as to allow sufficient light in the room to promote collaboration. <p>Display screens shall have good horizontal & vertical half-gain viewing angles of 32° or more to provide good visibility to users.</p> |
| Color & Brightness | The solution should have inbuilt automatic color & |

| | |
|--------------------------------|--|
| Matching | brightness matching system. |
| Inputs & Outputs | Suitable input and output ports to be provided in all components of the solution to enable the usage of the display wall as defined in the general requirements. |
| Stereo Technology | Active 3D Stereo. Low quality stereo technologies like those based on polarization of light, Z-screen, anaglyph stereo & low quality interlaced stereo are not acceptable. |
| Stereo Processing | The solution should be able to up-convert low refresh inputs running at 60Hz (in stereo) to optimum stereo refresh rates of 120Hz. |
| Mandatory Certification | The LED/laser cube or projector used in the cube, should have a valid BIS registration number. |

2.1.2 Display Management System (DMS)

The display management system should have the following minimum specifications:

| Sl. No. | Specification |
|----------------|---|
| i) | Quoted solution shall have latest generation display management system providing multi-source handling. It should have high-resolution DP/HDMI Inputs & Outputs & not just DVI/SDI connectors to ensure direct connectivity to 3D sources without requiring any DP-DVI conversions. |
| ii) | It should have the required number of high resolution inputs (min 10 nos. of DP/HDMI) and high resolution outputs (min 8 nos. of DP/HDMI) to drive the complete 3D display in full native resolution (min 12.4 million pixels) both in 2D and 3D active stereo mode. |
| iii) | It should be capable of displaying multiple stereo, mono & video sources simultaneously on-screen. |
| iv) | DMS should have min 10 nos. of high resolution DP/HDMI inputs to allow following sources to be connected to the display management system & displayed simultaneously on screen: <ul style="list-style-type: none"> • Windows 3D workstation running in full display resolution (min 12.4 million) in 3D Active stereo over multiple DP ports together with 3D sync over sync connector • Linux 3D workstation providing 2880x1080 resolution in Active 3D stereo on DP port together with 3D sync over sync connector • A Wireless presentation system providing 4K output over HDMI/DP port • A Video Conferencing system with two HDMI outputs each at 1920 x 1080 • The display management system should be able to display all of the above mentioned 2D & 3D sources together on screen |
| v) | DMS should have min 8 nos. of high resolution DP/HDMI outputs to drive 3D display in full resolution (min 12.4 million pixels). DMS should also be able to drive a UHD/4K LED monitor (min 24") in resolution of not less than 3840 x 2160 to provide a 2D replica of the main 3D display on pilot/operator desk to ensure information legibility. Even when the main display is showing 3D content, the monitor should display flicker-free mono 2D replica of the 3D content being displayed on main screen. |
| vi) | The display management system should be able to display any of |

| | |
|-------|---|
| | the above mentioned sources full-screen. |
| vii) | DMS should allow the users to create and save multiple Picture-in-Picture layouts/scenarios. |
| viii) | The DMS should have wireless presentation and collaboration system that allows meeting participant to share content on the central meeting room screen from laptop / tablet / smartphone. |
| ix) | The 3D cubes and the DMS should be of same make/OEM to ensure full compatibility. |
| x) | DMS should have a valid BIS registration number. Contractor shall provide the valid BIS registration number of the product in the bid. |
| xi) | <p>An easy-to-use presentation system should also be integrated with DMS. It should provide following capabilities:</p> <ul style="list-style-type: none"> • Capability to drive upto two 4K displays & supporting atleast 8 input sources • This solution should be extremely easy to use & in any situation, should not require users to adjust the resolution of their laptop/PC to match the display resolution • It should not require users to define a secondary display in their graphics card to share content. • For presentation, no external router should be used • Windows, Mac PC/laptops, Android devices should be able to share their screen • It should enable the presentation of extended desktop on laptops without physically connecting any display cables to the laptop via VGA/DVI/DP/HDMI etc. cables • It should allow laptop users the option to share either the main desktop or the extended desktop • It should allow users to present content from their iOS/Android mobile phones |

2.1.3 Accessories

All the accessories should be seamlessly and effectively integrated with the Display and Display Management System.

| Sl. No. | Specification |
|---------|--|
| i) | Stereo Emitters: 1 set of Emitters for Active stereo image Generation. |
| ii) | Stereo Goggles: 20 Nos. Active Stereo Goggles or higher/advanced versions available with OEM. |
| iii) | All necessary cables and connectors of adequate length and numbers (for providing the complete solution) are to be provided. |

SUB-SECTION-III

3.1 Detailed Description of Different Components of the hardware requirement are given below:

3.1.1 Image Generators/ Workstation (2 No.)

| Sl. No. | Parameter | Specification |
|----------------|--------------------|---|
| i) | Processor | Two (Dual) Intel Intel® Xeon® Gold 6126 Processor or higher |
| ii) | RAM | 512 GB RAM DDR4 |
| iii) | Monitor | 2 x 27" or more Ultra HD 4K LED Monitor with resolution of 3840 x 2160 |
| iv) | Graphics Card | 1 x NVIDIA Quadro P6000 - 24GB or more, atleast 2 port for display |
| v) | HDD | 4 X 1 TB drives (SSD) |
| vi) | Optical Devices | DVD/ Internal, DVD +/- RW |
| vii) | Network | (a) Integrated Gigabit Ethernet ports (b) 10G MMF Network Card with dual ports along with driver for both the supplied OS |
| viii) | Keyboard and Mouse | Keyboard and Optical Mouse |
| ix) | Controller Cards | 12 Gbit SAS Controller card with RAID 0, 1, 5 & 10 configurations All the card slots should be on the motherboard itself, without any raiser card. |
| x) | Ports | USB 3.0/USB 2.0/RJ-45 |
| xi) | Form Factor | Tower/Mini tower model (with rack mounting kit) |
| xii) | Operating Systems | Latest version of Windows Professional and RHEL (Dual Bootable) |

3.1.2 Storage System (1 No.)

| Sl. No. | Parameter | Specification |
|----------------|-----------------------------|--|
| i) | Storage Capacity | 100 TB (Solid State Drive) with provision for expansion upto 300 TB |
| ii) | RAID Supports | RAID-6/5/10 or equivalent |
| iii) | Controller and Connectivity | Dual controller with 128 GB cache in each. 4 X 16 GB FC, 4 X 10 GBE |
| iv) | Drive count & scalability | Storage should be able to host minimum 150 SSD drives/ dual controller |
| v) | OS Support | The storage system shall support the latest OS releases of Microsoft, RHEL |
| vi) | Protocol | SAN and NAS |
| vii) | Others | <ul style="list-style-type: none">• OEM should be in leader quadrant of Gartner for last three years in General-Purpose, High-End Storage Arrays• Storage should be provided with data at rest encryption feature Should provide performance monitoring tool with historical data for 12 months |

3.1.3 Server Specifications (2 nos)

| Sl. No. | Parameter | Specification |
|---------|----------------------|--|
| i) | Mounting/Form Factor | Rack mounting |
| ii) | No. of Processors | Dual Intel® Xeon® Gold 6126 Processor or higher L3 cache |
| iii) | RAM/Memory | 256 GB or higher |
| iv) | Hard Disk Capacity | Minimum 5 x 600 GB 10K RPM SAS Disk Drives |
| v) | NIC Ports | SFP+ Module Multi Mode Fiber 10GbE LC |
| vi) | Operating System | WinSvr 2016 R2 Standard & RHEL (existing GeoFrame application supportable) |
| vii) | Database | Oracle (existing GeoFrame application supportable) |

3.1.4 Tape Library (1 No.)

| Sl. No. | Parameter | Specification |
|---------|--------------------|---|
| i) | Tape Library | Tape Library with 2 x LTO7 drive or higher, 24 slots. Management software to manage, view, monitor tape library |
| ii) | Connectivity | SAS/FC card to connect with Backup Server |
| iii) | Backup Media | 50 no. of LTO-7 RW Tapes with Barcode label |
| iv) | Cleaning Cartridge | 12 no of cleaning cartridge for LTO-7 drive |

3.1.5 10G Network Switch (1 No.)

| Sl. No. | Specification |
|---------|--|
| i) | 48x 10GbE SFP+ and 6x 40GbE QSFP+ ports |
| ii) | 1X 12 pack -Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach |
| iii) | 1 X Cable, QSFP+ to QSFP+, 40GbE Passive Copper Direct Attach |

3.1.6 Uninterrupted Power Supply (1 No.)

The Contractor will make arrangement for Power back-up in the form of UPS, so that the power supply to all the computing and display systems are not interrupted for VR Centre. The Contractor has to provide UPS system for VR Centre as described below in the table.

| Sl. No. | Parameter | Specification |
|---------|--------------|--|
| i) | UPS | 120 KVA UPS, High Performance True On-Line DSP (Digital Signal Processor) with Battery Bank for the systems (Workstations and/or servers) including display subsystems like display management system, projectors, Video conferencing etc. |
| ii) | Back-up time | 30 minutes |

The available electrical infrastructure that shall be provided by OIL for setting up the entire VR solution is given in **Enclosure-III**. Requirement of any additional infrastructure over and above the same shall be provided solely by the Contractor.

3.1.7 Wide Format Colour Inkjet Plotter (1 No.)

The Contractor will provide one wide format colour inkjet plotter capable of printing wide-format maps, drawings, graphics, imageries, etc of all standard formats upto 44 inch width. Technical details as per requirement are described below in the table.

| Sl. No. | Parameter | Specification |
|---------|----------------------------------|--|
| i) | Type | 44-inch wide format colour plotter |
| ii) | Print resolution | 2400x1200 dpi |
| iii) | Print width support | 8-44 inch |
| iv) | Print head | Multi-channel integrated single print head with minimum 14000 nozzles |
| v) | Media handling | Roll feed (Dual roll) and sheet feed with automatic roll loading and switching |
| vi) | No. of inks | 5 colours (all pigment inks) with minimum 160 ml ink supply |
| vii) | Ink droplet size | Maximum 5 pico liter for each colour |
| viii) | Line accuracy | +/- 0.1 % |
| ix) | Memory | Minimum 120 GB |
| x) | Hard disk | Minimum 400 GB |
| xi) | Standard connectivity | USB 2.0, 3.0, Gigabit Ethernet |
| xii) | Cloud support | Yes |
| xiii) | Max. continuous printable length | 18 meters |
| xiv) | Cartridge | Two full sets of cartridge to be provided at the time of installation |
| xv) | Cleaning Cartridge | Two spare sets of cleaning cartridge to be provided at the time of installation, if the same is required for the plotter |

Consumables: In addition to the above, the Contractor must provide plotter paper of premium grade (20 rolls).

3.1.8 Note:

- i) All hardware should be compatible with VM Ware or equivalent software solution and hyper converge infrastructure with the capability of Storage Virtualization to virtualize 3rd party storage.
- ii) Few major hardware components such as Storage, Server, and Tape Library etc. needs to be installed/commissioned at a separate location within the same building. Seamless connectivity between the two locations is to be ensured by the Contractor.
- iii) UPS will be placed in a separate room adjacent to VR room.
- iv) Existing hardware (work station, plotter etc.) needs to be connected to new set-up of server/storage.

SUB-SECTION-IV

- 4.1 Software Specification for VR Centre:** The Contractor has to provide all necessary software required for the VR Centre in a secured manner. The proposed software solution for VR Centre is expected to provide complete G & G solutions/workflow from database build up through geo-scientific interpretation to modeling and well planning and model updation.

Detailed Description of Different Components of the Operating Software requirements are given below:

4.1.1 Backup Software

| Sl. No. | Specification |
|----------------|---|
| i) | Backup solution for both servers and clients mentioned in the technical specifications. |
| ii) | Backup software should support NAS as well as SAN environment. |
| iii) | It is required to work with industry standard databases (Oracle) as well as file systems. |
| iv) | Should be able to work on all major platforms like UNIX, LINUX and WINDOWS. |
| v) | It should have centralized management for complete backup functions, scheduling etc. |
| vi) | Software should support latest LTO tapes and Tape libraries. |
| vii) | Web based user interface to easily configure, manage, and monitor Backup system. Web based user interface to perform various tasks such as: <ul style="list-style-type: none">• Manage clients, storage devices, and storage media• Perform backups and restores• Monitor jobs, device activities, and logs• Setup notifications• Generate and view reports |
| viii) | Backup software for database backup, systems backup. |

4.1.2 Operating Systems

The entire system comprising of the server (image generator), storage and the workstations is required to be seamlessly connected. It should provide conducive environment for Geoscientists to carry out their work and system administrators/managers to manage and administer the complete system in an efficient and effective way. These must have all the provisions required for the usage of hardware for other set of application that OIL already have and may install in near future. The technical specifications of the software stipulated hereunder are framed envisaging the minimum requirement. However, the Contractor needs to necessarily provide extra module(s) of software & middleware as deemed fit for the offered solution. The OS should have the following broad specifications.

| Sl. No. | Specification |
|---|---|
| Operating System and Utility tools (RHEL and MS certified) | |
| i) | The operating system for all the workstations, servers and |

| | |
|--------------------------------------|--|
| | compute nodes mentioned under Hardware specifications must have dual-booting with both Enterprise grade Linux Distribution with latest Kernel required for the application as well as latest edition of Microsoft Windows 10 Pro or higher. The Contractor must ensure that the OS supports all the hardware functionalities available across the entire VR Centre while ensuring compatibility of the same with all the existing G&G applications. |
| ii) | The OS should be 64 bit. |
| iii) | All the requisite drivers required for the VRC solution including peripherals must be provided and enabled at the time of installation and commissioning of the system. |
| iv) | The Contractor shall offer all systems software as may be required to utilize the hardware system components. |
| v) | Software licenses, wherever applicable, should be floating type and should not be node/workstation locked. |
| vi) | Provide on-line help for various types of software provided (tools, commands, utilities and library functions). |
| vii) | OS & other utility software should support for minimum 15 concurrent on-line users on the network. |
| viii) | Ability to access large physical and virtual memory as required by seismic application software. |
| ix) | Support for large file system with the ability to handle large-file sizes (500 GB or more) as required for seismic application software. The actual file (or file system) may span over several separate disks. |
| x) | OS & other utility software should support for Multi-volume tape files. |
| xi) | All the standard utilities/tools provided by the OEM along with the system are to be delivered during installation/ commissioning. |
| xii) | Standard media kit must be provided (Tested certified copy must be provided). |
| Device Drivers | |
| i) | Software device drivers should be provided for the tape, printers, plotters, graphic and other devices. |
| Security Utilities | |
| i) | Single point management of user profiles across the whole set-up. |
| ii) | Restricting number of concurrent logins by a single user. |
| iii) | Restricting users/groups to logical set/group of nodes/processors. |
| iv) | Constraining user/jobs with respect to elapsed time/processor time. |
| Backup/Restore Utilities | |
| i) | Backup/Restore software for conducting the backup/restore operations on tape drives and automated tape libraries. |
| ii) | Support for automated scheduled backup and restore operations. |
| iii) | Should have user friendly GUI interface. |
| Remote Manageability Software | |
| i) | System remote management software should support browser based Graphical Remote Console; Virtual Power button, Remote boot using USB/CD/DVD Drive and should be capable to offer upgrade of software and patches from a remote client using Media/image/folder. |
| ii) | Remote console sharing during pre-OS and OS runtime operation. |
| iii) | Should provide remote firmware update functionality. |

4.1.3 System and Network Management, Administration and Maintenance

The complete system/network should be manageable from any workstation/console/client node and should be GUI/Web-based.

| Sl. No. | Specification |
|--|---|
| System Administration, Management and Maintenance Software | |
| i) | System administration functions including proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and storage, power supplies etc. Should support automatic event handling that allows configuring policies to notify failures via e-mail etc. |
| ii) | Accounting functions/reporting packages providing details such as resource utilization (e.g. disk space, CPU time, idle time, wait time, terminal connect time, total number of logons, summary information for management etc). |
| iii) | System/resource accounting tool should be able to produce various web-based charts (pie charts, histograms, x-y plots, etc.) for different system parameters as defined above. |
| iv) | Access controls & Login including access to VR setup. |
| v) | System customization/configuration functions. |
| vi) | System auditing tools/aids. |
| vii) | On-line diagnostic tools for system engineers to test hardware devices attached the whole system without removing the device from the system or taking system off-line. |
| Network Administration, Management and Maintenance Software | |
| i) | Viewing network events and all network attached devices and Network Topology. |
| ii) | Resource management/measurement/monitoring functions. |
| iii) | Performance management/planning/reporting. |
| iv) | Access controls and login. |
| v) | Network modification/up gradation support programs. |
| vi) | Network administration functions. |
| vii) | Network customization functions. |
| viii) | Network configuration management. |
| NAS/Storage/SAN Management Software/Utilities | |
| i) | Management of inactive data in the system by auto backup and restore including tools to define various criteria to auto backup/restore file(s) using specified Tape drives attached to SAN. |
| ii) | Data management, Resource Management, Element Management and device support under SAN environment to manage data. |
| iii) | Software for LAN-free and Server-free backup/restore/archive operations in SAN environment. |
| iv) | Software for data/file sharing across heterogeneous systems in SAN environment. |
| v) | Software Support for zoning for dynamic storage allocation. |
| vi) | Software Should have the LUN management capability. |

4.1.4 Software for Network-Connected systems and Documentation for all Systems

| Sl. No. | Specification |
|--|---------------|
| Graphic Processing Workstations | |

| | |
|---|--|
| i) | X-Server software should support the required color depth and resolution required by application software. |
| Print/Plot Server (Part of Printer Supply) | |
| i) | Software Interfaces with device drivers for plotters/printers in the network and other devices connected to these servers. |
| ii) | Software to accept requests from users for print/plot services from the network. |
| iii) | Should provide for single point management of plot/print queues (scheduling of jobs, setting/changing priority to jobs/queues), holding/releasing the jobs, changing/assigning the devices to jobs and configuring printers/plotters). |
| iv) | Should provide support for CGM, CGM+ seismic, PS, TIFF, JPEG, PNG, PDF, GIF, RGB etc. plot files and any other plot format required by application software and to accept jobs from users. |
| Presentation and Word processing software (Included with Hardware supply) | |
| i) | Word processing, spreadsheet (with options to draw various charts) and multimedia presentation software under Windows/Linux for all work-stations as specified. |
| ii) | Microsoft Office 2016 or higher for all work-stations as specified. |
| iii) | Software should be able to generate and import standard multimedia files. |
| iv) | The software should be GUI-based and able to generate PDF files. |
| Documentation and Manuals (Supplied along with respective Hardware & Software) | |
| i) | Manuals are to be provided on line within an application or on CD-ROM unless a manufacturer produces a specific hard copy manual in addition to the soft copy then this shall be supplied. Minimum one copy of hardcopy or soft copy is to be offered on site. |

- 4.1.5 The entire end-to-end solution must be compatible with latest versions of both Red Hat Enterprise Linux as well as Microsoft Operating Systems. The Contractor has to ensure the full compatibility of the operating system of server, workstation and desktop PC with the respective application software's offered in the solution
- 4.1.6 The Contractor will also provide all necessary software/support for Antivirus, video-conferencing, automatic shut-down of server in case of power failure, crash/data recovery etc.
- 4.1.7 The Contractor shall also provide any other application software not mentioned above but which is deemed essential for smooth functioning of the VR solution.

4.2 Application Software

The details of application software required for VR Centre are given below. The application software should be fully integrated and operate on a common environment and database. The application software should have an industry standard database to ensure seamless transfer of data between applications and robust data management. The Contractor will configure all the application software for minimal six (06) nos. of Workstations.

One (1) full suite licences for G&G application (seismic interpretation to static model generation capabilities) and one (1) Petrophysical Interpretation license to be provided by the Contractor.

Following are few of the major capabilities that the software should possess for carrying out G&G studies.

4.2.1 Run-Time Environment/Base Module

| Sl. No. | Specification |
|---------|---|
| i) | Adequate nos. of base license required to run the application software. |

4.2.2 Data Management

| Sl. No. | Specification |
|---------|--|
| i) | The data management should be based on industry standard database management system. |
| ii) | Transfer of data, seismic & log data, grids, interpretation, images, etc. in standard & ASCII formats for porting on to other platforms and applications. |
| iii) | Auto- analysis/diagnostic tools for understanding the characteristics of inputs of seismic data, logs, point, scatter data etc. |
| iv) | Keeping track of all files/datasets/workflows created. |
| v) | Integrated data base/data store for supporting the loading, storage, interchangeable retrieval (import, export) of Geo-scientific data (Seismic, Geological, Well Logs, Petrophysical, Production, Zone attributes, etc.). |
| vi) | Cartographic reference system for data base support for any projection. |
| vii) | The application software should have common database which can be accessed by all the application both at the VR Centre and existing workstations. |

4.2.3 Data Loading and Quality Control

| Sl. No. | Specification |
|---------|--|
| i) | Loading & QC of all types of data. |
| ii) | Data import and export in industry standard format (seismic, well log, grids, well location, properties etc.). |
| iii) | Provision for loading of analog well log data and digitizing of the same. |

4.2.4 Visualization and Display

| Sl. No. | Specification |
|---------|--|
| i) | 2D and 3D visualization in different types of canvases (2D, 3D, well correlation, histogram, function, intersection and interpretation windows). |

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|------|--|
| ii) | Single 3D display for simultaneously viewing of seismic volumes, data and seismic attributes, wells (vertical, deviated & horizontal, multi-laterals) including logs, picks and synthetics, horizons, mapped surfaces, faults and geobodies with the true spatial relationship. Facility for viewing and interpreting 2D seismic data. |
| iii) | Interactive control of volume rendering, opacity, scaling and colour schemes for seismic volumes. Facility to independently control these features for different seismic attributes in the same display. |
| iv) | Display of base map, grid, contour maps, attribute maps with 2D & 3D seismic lines, inlines, crosslines, arbitrary/random seismic lines, SP, CDP, well locations, boundaries etc. the system must have ability of concurrent display of multiple maps and section views. |
| v) | Display logs, core images, point data, FMI interpretation (rose diagrams and tadpoles), checkshots, and synthetic seismograms. |
| vi) | Gain a better understanding of well distribution by viewing well trajectories and log data in 3D. |
| vii) | Ability to produce montage for visualization of multiple outputs and save. |

4.2.5 Seismic Analysis and Interpretation

| Sl. No. | Specification |
|---------|--|
| i) | The application should have a single source/environment for visualization and interpretation with availability of attribute calculations functionality. |
| ii) | Ability to interpret large seismic volumes as well as capable of rendering multiple volumes simultaneously. |
| iii) | Facility to control individually the scaling and colour display of all seismic volumes and attributes. Histogram display of seismic amplitude distribution. |
| iv) | Facility to select view & interpret from map view seismic lines, inlines, crosslines, arbitrary lines both from 2D seismic data and 3D seismic volumes. |
| v) | The application should have facility for working in multiple 3D blocks / 2D areas under a single environment. |
| vi) | Generation and display of different volume attributes including complex trace and time series attributes, geometric attributes, spectral decomposition attributes and user defined/combination attributes. |
| vii) | Display of wells (vertical / deviated / horizontal) trajectories, related geological / well data, logs, synthetics and well tops on seismic sections in user selectable scale. |
| viii) | Well tie of seismic data, geological data, log data, synthetic seismograms, synthetic VSP, using time-depth functions. |
| ix) | Facility to do 2D-2D, 2D-3D and 3D-3D mistie analysis. Application of mistie before mapping and during interpretation (temporary), provision of bulk shift. Should be able to analyse and correct for time, amplitude and phase misties. |
| x) | Manual/auto/semi-auto tracking through peak, trough or zero crossing of seismic events selected by users in a given window and snapping of a horizon based on any of these attributes. Facility to run waveform based Autotracking. |
| xi) | Fully automatic tracking facility for horizon correlation with some seed points with user defined constraints. |

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| xii) | Generation/sculpting of geobodies constraining with horizons and faults. Should also be able to track bodies of interest using multiple volumes at the same time. |
| xiii) | Draw and handle multi-Z value surfaces. |
| xiv) | Manual and automated picking of faults and generation of fault planes. Multi value faults handling i.e. multi Z Values on the same trace for over thrust and salt dome mapping. |
| xv) | Advanced horizon interpretation filters for QC and amplitude analysis. |
| xvi) | Modeling-while-interpreting to create true water-tight geological models. |
| xvii) | Seismic Survey and Interpretation Managers to effectively manage 2D and 3D seismic data, and horizon and fault interpretations within the project. |
| xviii) | Fault juxtaposition, Fault property mapping, 1D & 3D Fault seal analysis using SGR, FCP & fault permeability. |
| xix) | Ability to execute the Prospect Assessment combining the Geological risk factor and the Volumetric uncertainty for robust prospect ranking. |
| xx) | Modelling of hybrid fracture network including explicit & implicit fracture network, fracture property population. |

4.2.6 Seismic Well Tie

| Sl. No. | Specification |
|---------|---|
| i) | Interactive checkshot calibration from basic well logs i.e. sonic (including shear wave), analytical wavelet creation, statistical/deterministic wavelet extraction and synthetic seismogram generation for 2D and 3D seismic data for vertical, deviated and horizontal wells. |
| ii) | Ability to stretch and squeeze, interval velocity manipulation, reflection coefficient modeling, and comparison of time/depth curves for quality control during the seismic well tie. |
| iii) | Applying existing wavelets over different time intervals to generate a synthetic to address the phenomenon of decrease of frequencies and amplitudes at deeper seismic data. |
| iv) | Interactive bulk shifts with continuous alignment. |
| v) | Generation, saving and storage of synthetic seismograms and plots necessary in database for their usage in seismic and other interpretation packages as an overlay or insertion. |
| vi) | Generation of comprehensive time-depth data tied to the generated synthetic. |

4.2.7 Seismic Processing

| Sl. No. | Specification |
|---------|--|
| i) | Some post stack processing facilities such as scaling, frequency filtering, AGC, wavelet extraction/estimation, wavelet processing, multiple volume math, etc. |
| ii) | Precondition the data for seismic facies extraction using relative acoustic impedance or the chaos attribute. |

4.2.8 Map Generation

| Sl. No. | Specification |
|----------------|---|
| i) | Generation of industry standard maps from seismic horizons, depth grid, velocity data, attribute data etc. |
| ii) | A single mapping package to plot, display and map well reservoir parameters/zone or unit attributes/Isochore for pay zones in an area should be available. This saved data of zone attributes in well points on map should be available for comparison with other attributes from seismic/reservoir/geological modules and vice versa through data transfer. The map should have overlays facilities. |
| iii) | Interactive control over line style, color palette, font, legends etc. |

4.2.9 Domain Conversion

| Sl. No. | Specification |
|----------------|---|
| i) | Usage of velocity data and time/depth relations, well picks and seismic or model-based velocities for generation of dependable velocity model. |
| ii) | Build quick velocity models using sparse velocity data in the exploration phase. |
| iii) | Extraction of average and interval velocities from stacking velocities using layer-based and volume-based techniques. Robust algorithms for a comprehensive analysis of interval velocities. Calculation of interval velocity using Dix equation, user defined equations and other industry standard equations. |
| iv) | Refine/update average and interval velocities using well markers and time/depth relationship at wells in an integrated environment. Velocity functions from well time-depth curve stored in database. |
| v) | Depth conversion of time surfaces from steeply dipping, laterally inhomogeneous beds. |
| vi) | Calibration of seismic velocities with well-derived velocities. Facility to QC the calibration of different velocity types. |
| vii) | Robust algorithms to properly handle the T-D conversions along the bore trajectory in case of deviated wells including horizontal trajectories. |
| viii) | Generation of 3D velocity field and display of velocity cube. |
| ix) | Conversion of surfaces, horizon and fault interpretations, points, well data, 2D and 3D seismic data, 3D grids, geological interpretations and maps in time to depth and vice versa. |
| x) | Ability to use externally generated velocity cubes to create velocity models. |

4.2.10 Geological Interpretation

| Sl. No. | Specification |
|----------------|--|
| i) | Facility to create & display well templates with multiple panels and the ability to overlay different data types in MD/TVD/TVDSS depths. Should be able to display and control individually different well logs, picks, engineering data, productions data, core information, images, lithology columns, dip meter plots, pressure and temperature information and interpretation notes. |
| ii) | Handling deviated and horizontal wells from deviation data, and generation of TVD and TVDSS logs on any template/format. |

| | |
|-------|--|
| iii) | Display, organize and interpret any type of well data (vertical, deviated or horizontal) including logs, core images, point data, image interpretations (rose diagrams and tadpoles) from the FMI fullbore formation microimager, checkshots, and synthetic seismograms in a flexible 2D environment, with optional backdrop of seismic, interpreted horizons, faults, 3D grid geometry, reservoir properties, and simulation results. |
| iv) | Well log correlation functionality (for stratigraphic, structural, lithological and other interpretation) including the facility to drag/ghost log curves for visual comparison and identification of markers. Facility for multiple well correlation with zoom windows for multiple scale displays during the interpretation process. Automatic tie of tops across sections. |
| v) | Facility to create stratigraphic and structural cross-sections from integration of surfaces/faults derived from well log and seismic data. Should be able to colour fill units with lithology information. |
| vi) | Automatic generation of lithology columns from well log parameters as well as facility to be defined manually. Facility to display the lithology and sand/shale information as a column in a well template or as pie diagrams in the map view. |
| vii) | Estimating logs by trained neural networks, and for interactive log conditioning to enable a robust stratigraphic interpretation. |
| viii) | Ability to share section/templates between projects and across organization. |
| ix) | Generation of well summary sheets showing stratigraphy, markers, reservoir shows, core data and interpretation notes. |
| x) | Facility to produce scaled plots including colour bar, scale, north arrow, title box and other annotation. Should be able to set scale and paper size. Output should be of a standard format to be passed to plotting software. |

4.2.11 Log Utilities

| Sl. No. | Specification |
|---------|---|
| i) | Display well logs with interactive selection of display parameters for curves, including variable color-fill for curve data and composite display of wells. |
| ii) | All the necessary utilities for well log loading, conditioning and editing. |
| iii) | Editing of well log and curve data by curve patching/filling /digitizing/merging/splicing, rescaling, base line shifting and depth shifting. |
| iv) | Access to main database and all related application for import/export of relevant data, interpretation etc. |
| v) | Calculators for well petrophysical properties. |
| vi) | Display option in separate window having well name, run no. and version no. in both auto scale and user defined scale. These logs should be accessed in suitable template by other application modules. |
| vii) | Multi-well data management with easy spreadsheet-like data editing, processing. Data editing tool fully compatible with Microsoft EXCEL. Multi-well unit conversion and curve renaming utility. |
| viii) | Environmental correction for formation temperature, borehole |

| | |
|-----|---|
| | geometry, mud/mud cake, fluid content and invasion of drilling fluid. |
| ix) | Handling multi-run well log curves for making composite run. |
| x) | Capability of Core image display, dynamic histogram and crossplot insertion in composite plots. |
| xi) | Graphical Interaction between various plots, depth synchronization, on-the-fly resampling of log curves and in-built report generation and plotting capabilities. |

4.2.12 Seismic Attribute Analysis

| Sl. No. | Specification |
|---------|---|
| i) | Generation of wide range of horizon consistent seismic attributes, such as different amplitude attributes, phase, frequency etc. |
| ii) | Generation of wide range of volume based attributes such as different amplitude attributes, phase, frequency etc. between horizons or time/depth window or intersection. |
| iii) | Facility to generate a wide range of seismic attribute volumes including but not limited to instantaneous amplitude, phase and frequency based attributes. Should be able to generate attributes from multiple input volumes and also combine multiple attributes into a single volume. |
| iv) | Should be capable of delineating complex fault structures. |
| v) | Facility for co-rendering of multiple attributes in 3D window using probes and interactive control of color and lighting for these volumes. |
| vi) | Advanced attributes including iso-frequency, spectral decomposition, structural smoothing, variance, 3D curvature, and chaos. |
| vii) | Poststack AVO attributes. |
| viii) | Option to create attributes in virtual mode, allowing interactive control of parameters for quick screening and fine-tuning. |
| ix) | Perform quick, true RGB colour blending of multiple seismic volumes. |
| x) | Attribute for understanding structure and delineation of fault and fracture networks. |
| xi) | Any other attributes to better identify/isolate structural and stratigraphic elements. |
| xii) | Rock physics, lithology classification, seismic inversion (stochastic & simultaneous). |

4.2.13 Mapping

| Sl. No. | Specification |
|---------|--|
| i) | Gridding, smoothing and flexing should be done based on advanced mathematical concepts including surface mapping technique, minimum curve fitting methods, adaptive fitting etc. |
| ii) | Advanced gridding algorithms such as kriging/convergent etc. should be available. |
| iii) | Reliable mapping of fault data effectively and accurately along with the surface data. |
| iv) | Reliable mapping of grids, contours etc. at & across sharp discontinuities such as fault, truncation or pinch out, etc. |

| | |
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| v) | Contouring based on standard algorithms like least square, weighted average, closest point, distance etc. |
| vi) | Generation of basemap, isopach/isochronopach, contour maps, shaded contours, color filled contours, etc. |
| vii) | Standard map annotation parameters to be available. |
| viii) | User controllable posting of all data on basemap/other generated maps. |
| ix) | Attribute for understanding structure and delineation of fault and fracture networks. |

4.2.14 Volumetric Calculation and Uncertainty

| Sl. No. | Specification |
|---------|--|
| i) | Calculate in-place, gross/net hydrocarbons from surfaces, grids, point set or geobody. |
| ii) | Sensitivity and uncertainty analysis of in-place volume. |
| iii) | Provision for constant value and variable map inputs for OWC, GWC, GOC, porosity, Sw, net-gross ratio. |
| iv) | Estimation of reserves, Volumetrics etc. |

4.2.15 Petrophysical Interpretation

| Sl. No. | Specification |
|---------|--|
| i) | Water saturation using Archie, Simandoux, Indonesian, Dual Water model, Waxman-Smits etc. |
| ii) | Quick-look interpretation, mineral identification and advanced porosity/saturation logic either from density or in combination with neutron. |
| iii) | Environmental correction for formation temperature borehole geometry, mud/mud cake, fluid content and invasion of drilling fluid. |
| iv) | Comprehensive deterministic log analysis methods for quantitative calculation of volume of shale and other minerals, porosity, fluid saturation, permeability. |
| v) | Possibility to import the mineralogical inversion model or log interpretation files from other platform/software. |
| vi) | Mineralogical inversion using multiple model creation, statistical mixing and petrophysical property estimation. |
| vii) | Create, save and reuse cross plots with both 2D and 3D visualization using some discriminations viz. Pickett plots, Regression and polynomials, N-D Sonic/Density, NS, M/N, U/RHO, histograms etc. |
| viii) | Average reservoir parameters (for units/pay zones) like net pay thickness, net pay porosity, net reservoir thickness, net reservoir porosity, net Sw, etc. |
| ix) | Showing the effect of cut off percentage of porosity, shale volume and water saturation (Sw) on net pay, PHI-H, HCPV, average Sw, net reservoir rock, average porosity etc. |
| x) | Probabilistic error analysis on interpreted logs. |
| xi) | Generation of maps from calculated properties using industry standard algorithms in a graphical user interface. |
| xii) | Analysis and processing of quantitative core data including capillary pressure data correction, upscaling, computation of pore-throat |

| | |
|-------|--|
| | distribution, relative permeability and deterministic rock typing. |
| xiii) | Single/Multi-well classification of litho-facies, elctro-facies and hydraulic units using open hole log data based on Self Organized map technique. Dedicated plots should be available for optimization of facies classes along with provision for quality of prediction. |
| xiv) | Porosity/Permeability prediction using neural networks, re-construct missing logs/data. |

4.2.16 Structural Modelling

| Sl. No. | Specification |
|---------|---|
| i) | Critical analysis of data, data transformation and variogram analysis. |
| ii) | Construct structurally and stratigraphically accurate models, constrained by seismic interpretations, well data, trend maps and fault surfaces. |
| iii) | 3D structural property generation and manipulation, quality control with full 3D editing of surfaces and throw variations, 3D volumetric analysis, flexible cross sections. |
| iv) | Construct realistic fault configurations, such as crossing, synthetic /antithetic, reverse, growth or low-angle thrusts, and overturned structures. |
| v) | Simultaneously model all conformable horizons as a single conformable sequence using the volume-based algorithm, preventing crossovers. |
| vi) | Consistent fault displacements for horizons and consistent thicknesses of zones, with preservation of the integrity of the stratigraphic column. |
| vii) | Perform isochore calculation between horizons. |
| viii) | Include non-conformable stratigraphy, such as the presence of multiple un-conformities forming complex truncation patterns. |
| ix) | Create a depositional space model structurally flattened and geomechanically unfaulted and unfolded to represent the depositional space. |
| x) | Use the depositional model to create a subsequent grid to facilitate proper petrophysical and facies modeling in the depositional environment. |
| xi) | Perform volume calculation of the zones model. |
| xii) | Good QC tool for grid and facies modeling for sensitivity analysis. |

4.2.17 Facies/Petrophysical Modelling

| Sl. No. | Specification |
|---------|--|
| i) | Standard interpolation and object-based modeling techniques for distribution of facies and petrophysical properties. |
| ii) | Scale-up high-resolution well log data and point attribute data into the geocellular grid. |
| iii) | Availability of appropriate algorithm for a variety of stochastic and deterministic methods. |
| iv) | Population of 3D grids with discrete property values for geological characterization of reservoir. |
| v) | Facies modeling algorithms including multi-point statistics applicable to clastic and carbonate reservoirs. |

| | |
|-------|---|
| vi) | Distribution of continuous petrophysical properties—such as porosity and permeability—into 3D models using an assortment of stochastic and deterministic algorithms. |
| vii) | Conditioning of Petrophysical model to facies model. |
| viii) | Isolating and classifying lithology along the wellbore, based on acquired and interpreted logs. |
| ix) | Performing 3D seismic facies classification to identify lithology according to combined seismic attributes. |
| x) | Creation of 3D trend volume, combining a set of variables acting as secondary control in facies and petrophysical modeling algorithms. |
| xi) | Ability to support unstructured gridding to avoid layering challenges in structurally complex areas to fully honor reservoir architecture, zone flattening to time of deposition. |

4.2.18 Well Planning/Well Design

| Sl. No. | Specification |
|---------|--|
| i) | Integration of well bore planning modules for vertical, deviated, horizontal wells, side-tracking, well extension with visualization modules. Facility for well planning by steering through seismic volumes, both in time and depth domain. |
| ii) | Visualize deviated wells in the cross section. |
| iii) | Interactively design well tracks by picking targets on seismic horizons, attribute clusters/clouds and other data including seismic in 3D. |
| iv) | Facility to plan wells in either time or depth displays using an existing velocity model or another well's time depth curve for time depth conversion. |
| v) | Import trajectories and targets from standard file format. |
| vi) | Automatically calculate well paths for multiple reservoir targets. |
| vii) | Create multiple trajectory plans for well with the use of simplified templates or designer spreadsheet and drilling profiles. |
| viii) | Generate well plan reports if required for drilling program. |
| ix) | Anti-collision analysis. |
| x) | Create, import, manage and visualize drilling risks to help identify potential problem areas when planning new wells. |
| xi) | Output of well plans to suitable plots and formats for drilling engineering software. A suitable well plan diagram should be produced. Plan, section and 3D view should be available. |

4.2.19 Output Files

| Sl. No. | Specification |
|---------|--|
| i) | Geo-referencing of scanned maps, satellite imagery, seismic time slice etc. |
| ii) | Generation & saving of plots in all standard formats in user defined scales, routing them directly to plotter and through plotting software. |

4.2.20 The software should also have embedded guidance tool, training sequences, methodologies and workflows.

4.2.21 All software solutions provided as per specifications listed above should be of perpetual nature to be retained by the company after completion of warranty/AMC period.

SUB-SECTION – V

Specification for Design and Setting - Up of Interior of VR Centre: The setting-up of the VR Centre, Duliajan will involve designing of the Centre's room including fixing all its settings, and provide all furnishings. The VR Centre is proposed to have additional capabilities for normal projections, video conferencing and training etc.

5.1 DESIGN & INTERIOR SETTING OF VR CENTRE, DULIAJAN

- 5.1.1 The design and setting-up of the entire VR Centre is the responsibility of the contractor. The layout of the room in which the VR Centre is proposed to be set-up is given in **Enclosure I**. The Contractor will make design of the VR Centre in congruence with the technical requirements spelt out in this tender document. The design of the VR Centre will take care of the projection, lighting, audio and other requirements as mentioned in this tender document and which are necessary for any VR Centre. The design will also include the type of furnishings, fittings which will be provided in the VR Centre.
- 5.1.2 The Contractor may carry out site visit for a complete assessment of the VR room design and setting as laid out in this Section prior to submitting of tender. All such visits must be conducted prior to pre-bid meeting to be held as specified in **Part-3, Section-III, Clause 1.13**.
- 5.1.3 The VR Centre is required to provide seating space to minimum twenty (20) persons for purpose of normal viewing. VR Centre should also be capable of providing viewing in collaborative environment and stereo effect to about fifteen (15) persons at least. The design of the VR Centre should take care of these requirements and will involve placement of screen, VR projectors, hardware for video conferencing, monitors, cameras, server, backup, storage and two workstations.
- 5.1.4 The experts from the contractor can visit and examine the room, in Duliajan in which the VR Centre is proposed to be set-up. The Contractor will have meeting with Company's representatives both at Duliajan and at Contractor's site as per requirement on the different VR Centre designs and will submit samples of interior fittings, colour schemes, etc, for approval within two weeks of issue of LOA. The setting-up of the VR Centre including fixing of all the required fittings and furnishings will only commence after the Company's representatives give written consent in this regard.
- 5.1.5 The VR Centre will be designed and set-up by suitably qualified personnel (**Refer Section-III, Clause 1.16, Sub-clause vii & viii** i.e. Installation & Commissioning of VR setup including Hardware, Display System, OS & G&G application software as well as other peripherals) which includes the following requirement, amongst others:
1. Internal fittings and furnishings
 2. Electrification of the VR Centre as required
 3. Air-conditioning as per requirement
 4. Lighting and illumination (manual & automatic controls)

5. Audio system
6. Facility for video conferencing
7. AV control system
8. Un-interrupted power supply
9. Security system of the VR Centre and QHSE
10. Power back-up through on-line UPS

The details of the above mentioned requirements of the VR Centre are given below:

5.1.5.1 Internal fittings & furnishings: The Contractor is required to provide all furnishings, both soft and hard, of industry standard quality and as is found in any other VR Centre in India and abroad. The entire fittings and furnishings needs to be ergonomically designed. Moreover, the tables in the VRC Room should be collapsible so that the same can be used for training purposes, as and when required. If the quality of furnishings and fittings of the VR Centre is not found upto standard expected in such VR Centre internationally, then Company will have the option of rejecting the same. In such circumstances of rejection, the Contractor will have to replace the items at its own cost. **The requirement of the Internal Furnishing, finishing and furniture is provided in Enclosure – II.**

5.1.5.2 Electrification: It may be noted that Company will be responsible for providing the bare room with electrical connectivity at one point. The detailed available electrical infrastructure for the entire VR solution is provided in **Enclosure – III**. The entire wiring and distribution of power as may be required for different usage will be done by the Contractor after taking consent from Company representatives. Moreover, there should be adequate power points and network ports for power supply and connectivity for training in the VR Centre. The specifications of the items required for electrification of VR Centre is also provided in **Enclosure –III**.

5.1.5.3 Air-conditioning: Air-conditioning of the VR Centre is the responsibility of the Contractor. The Contractor will determine the air-conditioning requirement of the VR Centre. It will provide and install required air conditioners in the VR Room at its own cost. **Contractor has also to include for additional 50% cooling in the VR Room while estimating the cooling requirement.** Other details regarding the air-conditioning requirements are provided in **Enclosure –III**.

5.1.5.4 Lighting and illumination: The design of lighting and illumination is an important factor in any VR Centre. The placement of different types of lights and facility of controlling the illumination needs to be designed and accordingly provided in the VR Centre. The provisions for automatic and manual control of illumination need to be provided. Room lighting fixtures (LED lights) on false ceiling should be provided with dimming controls and sufficient lighting behind the video wall.

5.1.5.5 Audio System: The Contractor will provide necessary sound/audio systems including microphone etc. required for the VR Centre. The room

should be fitted in such a manner so that echo from the discussions/presentations and video conferencing is negligible. The details of the items required for Audio/Visual system of VR Centre is also provided in **Enclosure –IV**.

5.1.5.6 **Video-conferencing:** VR Centre, Duliajan needs to have facility for video-conferencing with other Centres of OIL. A separate LED screen, video-cameras, mikes, etc. should be fitted for the purpose. Facilities for visualization in the VR screen simultaneously during video conferencing should be provided. The specifications of the items required for the same is provided in **Enclosure –IV**.

5.1.5.7 **Audio-Visual Control System:** The Contractor will provide IP based central control for all the systems including Audio, Projectors and Lights through touch-based interface (Crestron/AMX or equivalent). The specifications for same is provided in **Enclosure –IV**.

5.1.5.8 **Uninterrupted Power Supply (UPS):** The contractor will also make arrangement for Power back-up in the form of UPS, so that the power supply to all the computing and display systems are not interrupted at VR Centre. The detail specifications for the UPS required is provided in **Part-3, Section-II, Sub-section-3, Clause 3.1, Sub-clause- 3.1.6**.

5.1.5.9 **Security System and QHSE:** The Contractor will provide Security access system for entering into VR Room. The requirement of the Security System and QHSE for the VR Centre and the workstations is provided in **Enclosure – V**.

5.2 POWER REQUIREMENT FOR VR CENTRE, DULIAJAN

5.2.1 The contractor must provide approximate power requirement for the entire VR Centre, Duliajan in the technical bid. This estimate should include power requirement separately for all hardware (servers, workstations etc.), display system (mainly projectors) and air-conditioners etc. Details of the available electrical infrastructure that shall be provided by OIL for setting up the complete VR solution is given in Enclosure-III. Any additional infrastructure requirement shall be provided solely by the Contractor.

5.3 Pre-installation Visit

5.3.1 Contractor or their authorized representative may visit the site before the pre-bid conference as mentioned in **Part-3, Section-III, Clause 1.13** prior to submission of their offer if required.

5.3.2 Contractor or their authorized representative may visit the site shortly after the award of contract for finalization of VR room design and related documentation for OIL's approval.

5.4 Dismantling of existing VR Centre:

- 5.4.1 The VR Centre will be set up at existing facility of OIL at FHQ, Duliajan. It may be noted that the existing VR Centre needs to be dismantled along with all existing hardware as may be the case prior to setting up of the new Centre. The Contractor shall make all necessary arrangements for proper dismantling of the existing hardware (including the Display Management System, hardware and other room fittings) and provide a detailed indent of all dismantled items along with the items itself.
- 5.4.2 The existing layout of the VRC room which requires dismantling has been provided as **Enclosure-I**. The dismantling should be completed within two weeks of issue of LOA. Other hardware not located within the VR room may be dismantled in due course of time as per requirement.
- 5.4.3 Contractor may receive the entire set-up for proper assessment of the items which require dismantling during the pre-installation visit. A tentative list of major components of existing VR Centre which requires dismantling is provided below:

| |
|------------------------------------|
| HARDWARE |
| Server |
| Storage |
| External Backup devices |
| Tape Library |
| Backup Server |
| Tape Drive |
| |
| DISPLAY SYSTEM |
| VR Display System |
| Display Management System |
| Screens |
| Projectors |
| Screen & Projector mounting system |
| AV System |
| |
| MISCELLANEOUS |
| UPS |
| Air-conditioners |
| Others |

5.5 Buy-back of dismantled assets:

- 5.5.1 As/OIL is in the process of setting a new VR set up through this contract, the existing set up and its components will no longer be used by OIL. As the same consists of sophisticated technology and machinery, this tender document includes the provision for buy-back of the dismantled assets by the Contractor at a suitable price.
- 5.5.2 The list of assets that will be put up for buy-back is provided below:

| ITEM | QUANTITY |
|---|---------------|
| VR Display System and Accessories | 1 |
| Server | 1 |
| Storage | 1 |
| External Backup Device (4 mm DAT Drive) | 2 |
| External Backup Device (LTO-4 Tape Drive) | 1 |
| Automated Back-up Device/Tape Library | 1 |
| Backup Server | 1 |
| Network Switch | 1 |
| Tape Drive (8 mm) | 2 |
| UPS | 4 |
| Air-conditioners | 2 |
| Spares | As applicable |

5.5.3 Bidder may in their own interest visit the site before quoting the buy-back value.

5.6 Notes:

5.6.1 The layout of the room, as provided by OIL along with power input at single point is provided as **Enclosure-I**.

5.6.2 All other interior work in this Section and subsequent enclosures deemed necessary for providing the complete VR solution, even though not explicitly mentioned, will have to be completed by the Contractor.

5.6.3 The above items along with their specifications as provided in subsequent enclosures is not an exhaustive list of all requirements. Any items not mentioned in this document but which are considered necessary for aesthetic appeal/ smooth functioning of the Centre must be provided by the Contractor and mentioned in the bid document.

5.6.4 The Contractor must comply with the list of minimum critical spares to be stocked at Duliajan as provided in **Enclosure-VI** and the same has to be mentioned in their quote. The Contractor must also provide the list of spares in their offer to be stocked over and above the items given in **Enclosure-VI** at VR Centre, Duliajan.

5.6.5 Deviation Statement will be provided along with the Bid for items as per enclosed specifications, wherever applicable.

END OF SECTION-II

Part-3

SECTION-III

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

- i) VR Centre/VR set-up refers the entire setup of Display management system, associated hardware and software and all other relevant components required to run the Virtual Reality Centre smoothly and efficiently.
- ii) "DMS"/"Display Management System" refers to all major and minor components including hardware as well as software required for smooth running of the 3D visualization system.
- iii) "Hardware" refers to all hardware including display management system, server/image generator, storage facilities, tape library, back-up solutions, back-up server, networking, high-end workstations, UPS etc. as well as any other peripherals as mentioned under section terms of reference and technical specification.
- iv) "Software" refers to all necessary software required for the VR Centre to run in a secured manner. Software includes all operating software as well as application software as mentioned under section terms of reference and technical specification.
- v) "Certificate of Completion" means certificate issued by the Company to the Contractor stating that he has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- vi) "Commencement Date" will refer to date of completion certification issued by authorized personnel of the Company.
- vii) "Warranty Period" refers to a period not less than twelve (12) months after successful installation and commissioning. Warranty period will commence only after issuance of Certificate of Completion by the Company.
- viii) "Approval" as it relates to Company, means written approval.
- ix) "Contractor's personnel" means the personnel as mentioned under section terms of reference and technical specification, to be provided by Contractor for execution of the project.
- x) "End-of-Life": Refers to any product/hardware which is not currently active and has been discontinued for sale by OEM.
- xi) "Obsolete": Refers to any product/hardware for which neither support nor spare part is available with OEM.

1.2 JOB EXECUTION SCHEDULE:

- i) The Contractor must mobilize their personnel, equipment, tools, spares and all other necessary materials immediately after date of issue of Letter of Award (LOA) by the Company.
- ii) Installation and commissioning of the complete VR Setup is to be ready within one hundred fifty (150) days from date of issue of LOA.

- iii) If for some reason, there is any change in deployed personnel than those mentioned in the Contract, then the bio-data of the personnel showing fulfilment of required experience terms and conditions is to be submitted to Company at least 30 days prior to date of mobilization for scrutiny and approval by the Company.
- iv) Following is a tentative schedule for execution of the contract:

| JOB EXECUTION TIMELINE: VRC, OIL | | |
|---|--|----------------------------------|
| Sl. No. | Task Name/Job initiation period | From date of Issue of LOA |
| | | |
| 1 | Site Survey/ Room design for approval | Within 4 weeks |
| | Site survey & Design submission | 2 weeks |
| | Approval of room design by OIL | 2 weeks |
| | | |
| 2 | Dismantling of VRC components | Within 4 weeks |
| | Dismantling | 2 weeks |
| | Clearing of site | 2 weeks |
| | | |
| 3 | Civil/ Electrical work in VR room | Within 10 weeks |
| | Civil work | 6 weeks |
| | Electrical work | 4 weeks |
| | | |
| 4 | Delivery of Hardware & Software | Within 18 weeks |
| | Delivery of Indigenous items | 8 weeks |
| | Delivery Imported items | 6 weeks |
| | | |
| 5 | Installation of Hardware and Software | Within 19 weeks |
| | Installation of Display Management System | 3 weeks |
| | Installation of Hardware | 11 weeks |
| | Installation of Software | 4 weeks |
| | | |
| 6 | Commissioning of VR set-up | Within 21 weeks |
| | Cleaning of Site | 20th week |
| | Testing of Equipments | 20th week |
| | Acceptance Protocol | 21st week |
| | | |
| 7 | Completion and Handover | Within 22 weeks |
| | Project Handover | 22nd week |

| | | |
|--|-----------------------|-----------|
| | Completion of Project | 22nd week |
|--|-----------------------|-----------|

1.3 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

- i) Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- ii) The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. 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.
- iii) The Contractor shall be solely responsible throughout the period of the contract including the installation and commissioning phase for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard. However, Company shall provide available medical assistance/facilities to Contractor's Personnel in case of emergency at its own establishment on chargeable basis.
- iv) Contractor's key personnel shall be fluent in English language (both writing and speaking).

1.4 COMPANY'S REQUISITES:

- i) The Contractor will also provide the details of the Project Management Team (PMT) in the bid document, who will be responsible for the execution of the entire project in line with recognized Project Management methodology in a time bound manner. The personnel for PMT should be suitably qualified/ Certified by renowned and reputed accrediting agency with previous experience of carrying out similar projects. The bio-data of key personnels showing fulfillment of required experience terms and conditions is to be submitted to Company as part of the tender for scrutiny and approval by the Company.
- ii) Contractors must not change the key personnel deployed during delivery, installation and commissioning of the VR set-up. Key personnel cannot be changed during the tenure of the Contract, especially during installation and commissioning of the VRC except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval by the Company.

1.5 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor shall, in accordance with and subject to the terms and conditions of this Contract be governed by the following:

- i) Setting-up of the VR Centre is a turn-key project with single point responsibility on the Contractor. This will include amongst others supply of all necessary hardware, software, projection system, design of the VR Centre, its infra-structure including internal fittings, lay-out, light system, sound system, acoustics of the Centre, furnishing (soft and hard) air conditioning

- etc, installation of hardware, installation and configuration of software, maintenance and training on the system.
- ii) The Contractor must supply, install and commission as per the scope of work. Installation, integration and commissioning of all the supplied hardware and software shall be done by the Contractor with the help of OEM/OEM Certified Engineers at VR Centre, Duliajan.
 - iii) Contractor shall indicate make & model of the quoted equipment along with relevant detailed Technical catalogues/brochures (hardcopy/softcopy format). The Technical information provided along with bid should be sufficient to evaluate the material to be supplied.
 - iv) The Contractor must quote all the items to ensure completeness of the list of deliverables in the offer for a fully functional system. However, if at the time of installation & integration of the system, it is found that some additional hardware accessories or software items with licenses are required to complete the configuration, which were not included in the Contractor's original list of deliverables, then the Contractor is required to supply such items to ensure the completeness of the configuration at no extra cost to the Company.
 - v) The Contractor shall provide the experienced personnel for carrying out the services. All the personnel offered must have adequate experience in respective field and should be fluent in English language. On Company's request, Contractor shall remove and replace at their expenses, any of their personnel whose presence is considered reasonably undesirable or performance is found to be poor in the opinion of Company. The Contractor shall provide the supporting staff and labour at their own expenses.
 - vi) 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.
 - vii) 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.
 - viii) Contractor shall give or provide all necessary supervision for performance of the services during and after installation, commissioning and thereafter within the warranty period as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
 - ix) The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation into India of the Contractor's equipment, spare parts, consumables, tools etc. in connection with the execution of the work. Any demurrage in this process will be at the Contractor's cost.
 - x) The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
 - xi) The Contractor shall arrange for transportation of any equipment/spares/consumables required during installation and commissioning of VRC from Contractor's yard/site to Company's site and back at the end of the work at their own expenses.

- xii) The Contractor shall bear all expenses on account of repair/replacement of all their materials, equipment etc. consequent upon any damage/loss/non-performance during the course of operation.
- xiii) The Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect. Contractor must take complete responsibility of all safety aspects during the entire execution of the project.
- xiv) The Contract price shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.

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

- i) Provide space for setting up of VRC as shown in **Enclosure-I.**
- ii) Follow all the clauses mentioned in Copyright Act, 1957, (amended in 2005) regarding software and patent infringement. Any software and patent infringement will be within the realms of the said Act. OIL may enter into a Software End User Agreement with the Contractor. Any term and condition of such Software End User Agreement should not be in contradiction with those in this tender document.
- iii) Pay Contractor in accordance with terms and conditions of the contract.
- iv) Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- v) Perform all other obligations required of Company by the terms of this contract.

1.7 PAYMENT TERMS & CONDITIONS: Payment shall be released as follows:

- i) 70% of the supply value made by the Contractor shall be released on receipt and acceptance of the consignment by the Company at Duliajan.
- ii) 25% of the supply value along with commissioning charges (if any) shall be paid after successful installation & commissioning of the entire solution and issue of a certificate of acceptance of the System as per scope of work/specifications.
- iii) Cost for the VR Room design, setup, room fittings, etc. will be paid along with the commissioning charges and acceptance of the unit by OIL.
- iv) Training & work association charges will be paid phase wise only after successful completion of each phase of training & work association during the warranty period.
- v) Payment against migration of existing database and Projects from GeoFrame to the new system will be released after successful completion of the job.
- vi) Remaining 5% of the supply value will be paid after completion of point no. (v) above i.e. successful migration of existing data base and project.
- vii) AMC charges quoted (refer to **sub-clause ii., Clause 1.19 and sub-clause ii. Of Clause 1.20 of Section-IV, Part-3**) will be released in quarterly basis in equal instalments after successful completion of each quarter i.e. payment @ 25% of AMC charges will be released at the end of 1st, 2nd, 3rd and 4th quarter of each year. OIL will enter into separate contract for AMC and the rate quoted by the Contractor for the AMC should be kept valid for the entire period of AMC.

1.8 CUSTOMS DUTY:

- i) Company shall use the units with the Services under the Contract in the PEL/ML areas renewed/issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List-12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Contractor to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.
- ii) Bidder should provide the list of items to be imported by them under the Contract in the format specified in Proforma-A along with their bid for issuance of Recommendatory Letter to DGH. Contractor shall make written request to Company immediately after shipment of the goods indicated by them in Proforma-A, along with the Invoices and all shipping documents (with clear 15 working days' notice) requesting Company for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the Contractor are found in order as per contract. It shall be however, Contractor's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Contractor shall indemnify OIL from all liabilities of Customs Duty. 11.3 All imports and import clearances under the contract shall be done by the contractor and OIL shall not provide any assistance in this regard.
- iii) However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Contractor's items as provided in Proforma-A or the actuals whichever is less, provided Contractor furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by Company and made available to the representatives of Contractor at Kolkata within 3 working days after Contractor submits the undisputed and clear necessary documents/duty assessment papers at Company's office at Kolkata. Contractor would be responsible for passing such payment to customs authorities at the port of entry. Company's obligation for Customs Duty payment shall be limited/restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilisation period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Contractor's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Contractor's account. Before

filing Bill of lading, Bill of entry, the Contractor must consult the Company to avoid payment of excess Customs Duty.

- iv) Contractor shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- v) Contractor must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Contractor shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Contractor for providing the services under the Contract, Contractor shall furnish an Undertaking similar to that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

1.9 CONFIDENTIALITY:

- i) Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the execution of the project and to take all reasonable steps to ensure the Contractor's personnel likewise keep such information confidential.
- ii) This obligation shall keep in force even after the expiry of the contract period and until such information will be disclosed by company.

1.10 RIGHTS AND PRIVILEGES OF COMPANY:

- i) To check the Contractor's items before the commencement of installation and commissioning. If they are not found in good order or do not meet specifications as per the tender, or in case of non-availability of some of the Contractor's items listed therein, the Contractor may not be allowed for commencement until the Contractor has remedied such default.
- ii) To approve the choice of sub-contractors for any essential third party contract, concerning materials, equipment, personnel and services to be rendered by Contractor. Sub-contract may be entered into by Contractor only after company's approval.
- iii) To check, at all times, Contractor's mobilization status, receive of materials, to inspect Contractor's equipment and request for replacement thereof, if found in unsatisfactory condition or not conforming to regulations or specifications.

- iv) To order suspension of operations while and whenever:
- a) Contractor's personnel is deemed by company to be not satisfactory,
or
 - b) Contractor's equipment does not conform to regulations or to the specifications laid down in the Contract.
or
 - c) Contractor's equipment or practice turning into a safety hazard, danger to personnel of both contractor as well as company.
or
 - d) Contractor fails to meet any of the provisions in the contract.
or
 - e) Any shortage in key/additional (compulsory) personnel and inadequacy of other personnel.
or
 - f) Contractor is found non-compliant to HSE requirements as per Safe Operating Practices or applicable laws.

1.11 ASSOCIATION OF COMPANY'S PERSONNEL:

- i) The Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. He shall liaise with the Contractor; monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the Contract.
- ii) There shall be free access to all the equipment of the Contractor during installation and commissioning phase for the Company's representatives for the purpose of observing/inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the Contract.

1.12 OTHER CONDITIONS:

- i) The Contractor must confirm to provide on-site support of one (1) hardware engineer to be stationed at VRC during the entire warranty and AMC period. Personnel proposed to be engaged must have relevant experience of minimum five (5) years in hardware maintenance of entire VRC solution as proposed in this tender document.
- ii) Company reserves the right of procuring additional licenses/ upgraded version of the software offered along with the VRC at mutually agreed rates not more than the quoted rates of the Contractors' offer in this contract within two (2) years from date of commissioning of the set-up. The newly procured licenses of the software will be covered under AMC in same terms and conditions as stated in this NIT.
- iii) Company reserves the right of procuring any of the hardware at mutually agreed rates not more than the quoted rates of the Contractors' offer within one (1) year from date of commissioning of the set-up and governed by the same terms and conditions as stated in this NIT.

- iv) Restoration & Migration of all existing G&G projects (available in .gfa format) and data from existing hardware (media) to the new setup needs to be completed within three (3) months of commissioning of the VR Centre, without any data loss.
- v) Existing GeoFrame and Petrel licenses need to be installed/ configured in the new hardware setup at no additional cost within one (1) month of commissioning of the VR Centre.

1.13 PRE-BID CONFERENCE:

- i) A pre-bid conference will be scheduled in the third week following floating of tender.
- ii) All participating potential Contractors must give a detailed presentation on the software and hardware capabilities including display management system of the proposed VR solution in order to get a comprehensive understanding of the offered solution.
- iii) Site visit, if required, by potential Contractors have to be carried out before the pre-bid conference.

Note: So far the clauses in this Section is concerned one (1) week means one (1) working week of six (6) days followed by one (1) day off.

1.14 INSPECTION:

- i) The Contractor will prepare design of the room considering the requirements as stated in the different clauses of the tender document. The final design must be accepted by the Company before its implementation. In view of this, after the letter of award is issued, the Contractor need to bring different designs as well as samples and present the same to the Company representatives. Discussions on the design and samples between the Company and the Contractor can be at the Company's office at Duliajan, Assam, India and/or at Contractor's design site.
- ii) ~~Maximum four (4) nos. of OIL personnel will visit the Contractor's site(s) for duration of maximum two (2) weeks for carrying out item wise physical inspection of imported items as per specification of the system including hardware, software, manuals, catalogues and other documents before the dispatch of the consignment to verify that the materials conform to the requirements of the tender. The Contractor should intimate the date of inspection to OIL at least forty five (45) days in advance to complete the necessary internal formalities. OIL will be provided with the Factory Acceptance Test Certificate. Cost of traveling, boarding and lodging of OIL's personnel will be borne by OIL. For the Indian make items the inspection will be done in India.~~
- iii) Physical Inspection of all imported/received materials will be carried out at Company's designated site at Duliajan by OIL's representative in presence of Contractor's representative.

1.15 DELIVERY:

- i) The VR Centre is a turn-key project which will include total setting-up of the Centre including hardware, software, display system, audio-visual facility, internal fittings etc. In view of this all items need to be delivered by the Contractor as mentioned below:
 - a. Imported Items:
 - 1) The delivery of all imported items of the system including all accessories and peripherals should be by Air to Kolkata
 - 2) All the imported items to be segregated, packed depending on final destination (Duliajan)
 - 3) The Contractor shall primarily and solely be responsible for obtaining customs clearance for importation into India of all consignments from Kolkata to the final destination (Duliajan) and Contractor has to take delivery of the consignments from port for onward transportation to Duliajan.
 - b. Indigenous Items:

The delivery of all the indigenous items will be at Duliajan, where the item will be installed.
- ii) In the event of the Contractor's default in maintaining the quoted delivery schedule, Contractor shall be liable to pay liquidated damages @ 0.5% per full week or part thereof to a maximum of 7.5% of the material value.

1.16 INSTALLATION & COMMISSIONING

- i) The entire VR setup including Hardware, Display System, OS & G&G application software as well as other peripherals will be installed and commissioned by the Contractor at Oil India Ltd. specified location in Duliajan, Assam only. Charges if any should be quoted in lump-sum basis in the enclosed price schedule and the same shall be considered for bid evaluation.
- ii) The Contractor can start the preliminary work pertaining to Installation and Commissioning viz. Design of rooms, Electrification, Internal and Air-conditioner fittings for the VR Centre, Duliajan after the receipt of the firm order in mutual consultation with the company representative.
- iii) The total period of commissioning including acceptance protocol (**clause 1.18 of Section-III, Part-3**) shall be carried out for two (2) weeks after successful installation of hardwares & softwares. This total duration is inclusive of the transit time required for the arrival of the commissioning engineers at the site (Duliajan).
- iv) The entire VR Centre inclusive of design & setup, hardware/software installation & commissioning amongst other jobs/ services as stipulated in the relevant clauses of the tender document must be completed within 150 days from date of issue of LOA. The team for the Installation and Commissioning should be available at Duliajan within 7 days from the date of intimation given by the Company and ensure that the VR Centre is fully functional and in a ready to use state within the time-frame.
- v) The Contractor shall make arrangements for all requirements for carrying out the installation. This may include, but not limited to, site preparation, electrical power, availability of crane for lifting the equipment, compatibility of the entire system, placement of hardware, environmental conditions and any other requirement as stipulated in the NIT to be at Virtual Reality

Centre, Duliajan. The Contractor has to provide a detailed action plan along with the bid indicating the various activities and time period required in different phases identified for completing this turnkey project in the most efficient manner from the date of receipt of the firm order to delivery of all the items to handing over the centre in fully functional condition considering the time-frame as stipulated in **Clause-iv** above along with the bid.

- vi) The Contractor will arrange for one ISD/STD/Internet connectivity for Contractors own purpose during the installation & Commissioning, warranty and AMC period for the support services.
- vii) The Contractor will also provide the details of the Project Management Team (PMT) in the bid document, which will be responsible for the execution of the entire project in line with recognized Project Management methodology in a time bound manner. The personnel for PMT should be suitably qualified/ Certified by renowned and reputed accrediting agency with previous experience of carrying out similar projects. The bio-data of key personnels showing fulfilment of required experience terms and conditions is to be submitted to Company as part of the tender for scrutiny and approval by the Company.
- viii) The Contractors Project Management Team (PMT) should consist of qualified/certified personnel for interior designing, Air-conditioning, Electrification, UPS etc. and the PMT provided by the Contractor shall cater to the following requirements
 - a) The Contractor will assign a Project Manager with single point responsibility for the entire project cycle. Any issue regarding the project design or implementation related issues shall be addressed by this Project Manager.
 - b) Project Manager to adopt recognized project management methodology to oversee and manage the complete delivery and also coordinate all sub-elements of the project and manage overall project GANTT chart, RACI chart, Communication plan, Risk plan and HSE plan. Project Manager with his team will manage the VR Centre plan delivery including:
 - 1. Install, test, integrate and document the technology used in the project
 - 2. Provide walk-thru, acceptance and sign-off on technology.
 - c) The Project Manager/designated representative will also arrange for the fortnightly meeting with OIL representatives at Duliajan for the project execution status and future plan. The minutes of the meeting duly signed by the Contractor and OIL representatives need to be documented properly. The Project Manager/designated representative must be present at Duliajan during the project execution.
 - d) Inspection and Testing of setup: Project Manager, will also be responsible to co-ordinate all the activities. The same person shall be carrying out responsibilities mentioned in Quality Control, Site Audit & Testing and Supervision of Installation adopting recognized project management methodology. Advise company of issues, as and when they arise, which may impact the project plan.

- ix) Contractor will be held responsible for any delay in completion of commissioning of the VR setup at site and in case of defaulters, the LD will be levied @ 0.5% per full week or part thereof to a maximum of 7.5% of the value of commissioning.
- x) Quality Control, Site Audit & Testing: The following measures will be taken by the Contractor in presence of OIL's personnel as part of quality control, site audit and testing:
 - a) Quality control and managing to obtain desired quality.
 - b) Periodic site audits to update the project schedule accordingly.
 - c) Testing of various parameters such as light, sound using special tools and equipment.
 - d) Submission of detailed reports against them.
- xi) **Supervision of Installation**
 - a) Supervision of installation and commissioning activity and generating reports on regular basis to keep every concerned personnel updated.
 - b) Compliance to quality and design to be part of supervision.
 - c) Provide suitably qualified/certified experts to oversee the VR Centre setup viz., construction, installation and integration of the facility and technologies necessary to accomplish the project objectives
 - d) VR Centre to be completed in all aspects including room interiors, furnishings, hardware, software, display system, audio-visual facility, power back-up etc. (among others as per Terms & Conditions mentioned in the Tender Document).
 - e) The commissioning of the equipment among others includes physical checking of all the equipment & delivered spares.
 - f) Comprehensive Acceptance tests as per the acceptance protocol are to be carried out during the commissioning of each item of the system including all accessories & peripherals by the representative(s) of the Contractor in fully working condition after duly interfacing all the supplied items in the presence of OIL's representatives. An installation and commissioning certificate duly signed by the authorized representatives of the OIL and authorized representative of the Contractor shall be issued certifying that the fully integrated system is functioning satisfactorily as per the Supply order.
- xii) **Deliverables**
 - a) VR Centre Designing, facility completion (as stipulated in NIT) and sign-off.
 - b) Installation & Commissioning of hardware, display system OS & other peripherals, G&G application software, Acceptance protocol among others as stipulated in different clauses of NIT for smooth functioning of VR Centre, completion and sign-off.
 - c) Communications to Company representatives as stipulated in the NIT.
 - d) Project completion delivery and project sign off.
 - e) Documentation as given in subsequent clauses.

xiii) **Documentation:**

- a) The Contractor has to provide a FDS (Functional Design Specifications) document both in hard and soft copy with details of technical specifications, interconnectivity diagrams, physical layouts, configuration details along with maintenance procedures and periodicity of maintenance for the equipment supplied under this tender. This document needs to be provided before the acceptance of the system.
- b) The Contractor will submit a draft report within 15 days of completion of the commissioning and the final detail report on the commissioning of the Virtual Reality Centre within one month of the completion of the commissioning.
- c) The report will consist of the following:
 - a) Basic and detailed design, engineering, system configuration, schematic of all the cabling (Network, Electrical, etc. along with colour coding and numbering) and functionality document submission, after discussion and approval from OIL
 - b) The Contractor shall release shop drawings based on the technical designs and concept frozen
 - c) Acceptance tests and their corresponding report generation
 - d) Rack Layouts and space planning for servers, work stations & other peripherals
 - e) As built drawings that may be required for future project references
 - f) Operation manuals
 - g) Communication Plan
 - h) Project quality Plan
 - i) Risk Plan
 - j) Integration of Core HSE Values
 - k) Troubleshooting document with list of Do's and Don'ts for smooth operation of the VRC setup
 - l) Item wise maintenance schedule for all the items under the project

1.17 Migration of existing database and projects from GeoFrame to new set-up:

- i) As Oil India Limited has been using mainly GeoFrame software for carrying out its G&G studies, a huge database of projects are present in the existing hardware. As the same has reached End-of-Life and is proposed for dismantling and buy-back by the Contractor as part of this tender, the existing database and projects need to be migrated to the new platform seamlessly.
- ii) The existing database/projects must be compatible with the hardware and software proposed by the Contractor.
- iii) Single-point responsibility lies with the Contractor for seamless transition of projects to the new software without loss of fidelity and usability of data.
- iv) As GeoFrame licenses are perpetual in nature, the same will be hosted in the new hardware along with installation of software. The installation and configuration of the licenses thus provided by OIL will be carried out by the

Contractor. Therefore, the Contractor must ensure compatibility of the same with the proposed hardware.

- v) GeoFrame software, which is a Linux based software needs to be installed in the server/workstations by the Contractor for which installation files will be provided by OIL.
- vi) An estimated volume of about 15-20 TB of input/output data are available in fifty number of GeoFrame projects (approximately) in .gfa file extensions and the same needs to be migrated to the new set-up.
- vii) GeoFrame outputs having file extensions such as .grdexp, .fltexp, .elp, .lgp, .scps, .fcps, .pcps, .dcps, etc. needs to be compatible/readable in the new software/hardware as proposed by the Contractor.
- viii) OIL shall maintain an up to date backup of data that needs to be migrated to the new set up. In case of any loss or damage to OIL's data in course of migration to new set up, Contractor's sole liability shall be to reload the data from the most recent database back-up of OIL.

1.18 ACCEPTANCE PROTOCOL:

- i) The Hardware elements/components being procured against this tender are meant for smooth and efficient running of Virtual Reality Centre including but not limited to 3D stereoscopic visualization, Storage and server, G&G project creation, data loading and analysis, data interpretation & modeling applications using the offered application software packages in this tender.
- ii) The Contractor will have to fully ensure the proper porting, testing and fine tuning the system (i.e. hardware and software) for providing the optimum performance.
- iii) Contractor should meet all the specifications mentioned in the tender and should arrange to conduct acceptance tests demonstrating the features and functionalities of all components provided as part of this tender. The acceptance tests will have to be carried out at Company's VR Centre at Duliajan over a period of 5 days and the entire system would be put on full load and operated continuously in 3D stereo mode for a period of 48 hrs. Following broad guidelines have to be followed for conducting the accepting tests:
 - iv) Power On Test: All the received equipments will be powered on and tested for the specifications and feature functionality of the individual items.
 - v) Integration Test: The following tests will have to be performed.
 - a) Device Drives functionality demonstration testing
 - b) File System Features and functionality demonstration testing
 - c) Security Utilities features and functionality demonstration testing
 - d) Backup/Restore Utilities features and functionality demonstration testing
 - e) System and Network Management, Administration and Maintenance Software features and functionality demonstration testing
 - f) Storage/SAN Management Software/Utilities features and functionality demonstration testing
 - g) Demonstration of the 3D stereoscopic display features and all functionalities including calibration of the Display Management System
 - h) Demonstration of the Software features and functionality of the Network Connected systems

- i) Demonstration of audio-video Features and functionality tests
- j) Demonstration of proper integration of VRC facilities with the existing hardware, software and other peripherals as detailed in NIT.
- k) Air Cooling features, functionality & Performance test as per industry standard
- l) Uninterrupted Power Supply (UPS) features, functionality & Performance test as per industry standard
- m) Security & QHSE features, functionality & Performance test as per industry standard
- n) Print/Plot/Scan access tests
- o) Documentation of test/demonstration results along with Manuals for all Systems/peripherals/equipments
- vi) After successful installation of the Hardware & Software, the commissioning of the same will be deemed to be complete only after successful completion of the acceptance protocol. The acceptance protocol will comprise of comprehensive testing of the modules and functionalities (i.e. acceptance tests) of the offered application software suites in the presence of OIL's representatives followed by documentation and joint certification of the test results. The Acceptance tests for the modules/applications will be run on the test datasets/demo datasets of the Contractor which should be suitably chosen by the Contractor so that the efficacy of the various modules can be illustrated clearly.
- vii) The acceptance tests for G&G application will broadly cover the following:
 - a) General data loading of standard data sets including seismic data, navigation files, well logs, scatter data, vector data, GIS data, etc.
 - b) General 2D and 3D interpretation including:
 - Marking of grids/horizons/faults in both manual and automatic modes
 - Mistie corrections and basic post-stack seismic data processing
 - Generation of seismic attributes (grids and volumes)
 - c) Velocity modeling and depth conversion
 - d) Preparation of well templates
 - e) Well correlation
 - f) Log interpretation
 - g) Generation of maps through industry standard algorithms
 - h) Structural model building
 - i) Facies & petrophysical model building
- viii) The warranty will commence from the date of final acceptance.
- ix) A Gantt chart showing tentative project timeline from issue of LOA has been provided as **Enclosure-VII** for referral purpose only. The Contractor must prepare their own Gantt chart and submit the same to OIL at the time of bid submission.

Note: Acceptance certificate will be issued only after fulfilling all the acceptance protocol as mentioned above.

1.19 WARRANTY:

- i) All the equipment including third party items at VR Centre, Duliajan, shall have to be covered by a warranty for (twelve) 12 months after successful commissioning at site.
- ii) All hardware including Display Management System should be covered by a total warranty period of thirty-six (36) months which will be inclusive of the twelve (12) months warranty period mentioned above. However, if warranty for comprehensive hardware or any part thereof is provided by the OEM which is greater than the period mentioned above, the Contractor must pass on the benefit arising out of all such warranties to the Company.
- iii) Contractor has to provide the list of critical spares (in addition to the list of critical spares provided in this tender (as **Enclosure-VI**) to be stocked for the smooth running of the VR Centre. The listed spares must be kept as stock at site.
- iv) Warranty should also include supply of all the software upgrades (both application software and operating systems) with necessary additional hardware, if any, free of cost.
- v) In case of any defect (as per terms & conditions under Warranty clause), during warranty, the Contractor shall arrange to replace/repair the defective item at his own cost at Company's site at Duliajan.
- vi) During the entire warranty period of one (1) year, the Contractor will depute one expert having minimum 2 (two) years' experience in providing technical support, who is well versed with the entire modules of the G&G application software, at the VR Centre at Duliajan. He will be responsible for providing technical support throughout the warranty period and guide & assist OIL's G&G personnel in understanding and troubleshooting various requirements/problems while carrying out any G&G project as covered under the scope of NIT.
- vii) The Contractor will depute one (1) hardware-cum-systems engineer at VR Centre, Duliajan during the entire warranty period of one (1) year for maintaining all the hardware including the servers, image generators, stand-alone work stations, network etc. Personnel proposed to be engaged must have relevant experience of minimum five (5) years in hardware maintenance of entire VRC solution as proposed in this tender document.
- viii) The bio-data of key personnel (hardware and software engineer/ professional) to be deployed at site during the entire contract period is to be submitted to Company as part of the tender for scrutiny and approval by the Company.
- ix) In case of minor breakdown, the system shall have to be repaired within a period of 24 hours from the time it is reported.
- x) In case of major breakdown, which require spares other than the stocked spares the system has to be repaired within a period of 120 hours from the time it is reported for all hardware components whereas for display screen and DMS it shall be 240 hrs inclusive of travel time.
- xi) The accommodation, transport etc. of all Contractor's personnel including G&G application expert, hardware cum systems engineer etc. will be totally on Contractor's account.
- xii) In case, any third party item is covered by warranty of more than one (1) year, Contractor must pass on the benefit arising out of the same to the

Company. However, the responsibility of maintenance will be with the Contractor.

- xiii) During the warranty period, Contractor will arrange for servicing and maintenance of complete system including calibration of the display system and projectors for VR Centre quarterly, i.e., every three months.
- xiv) The Contractor has to migrate/transfer application/applications license(s) free of cost during the warranty period, if condition so arises.

1.20 TRAINING/WORK ASSOCIATION

- i) In order to ensure optimal utilization of new technology and efficient operation of the sophisticated system training has to be imparted to OIL's personnel. The charges for training, if any should be quoted in the enclosed price schedule.
- ii) The Contractor must provide a detailed training schedule along with bid. However, the final training schedule will be decided by OIL in mutual consultation with the Contractor to derive maximum benefit as per OIL's internal requirement & objectives.
- iii) Training is required to be provided on the following as mentioned below:

| Sl. | Description | Duration (working days) | No. of Persons to attend |
|-----|--|---|--------------------------------|
| 1 | Training on Routine hardware Maintenance. The training should be organized at Duliajan. | 5/6 | 5/6 |
| 2 | Operating System & Network administration on Red Hat Linux and Windows. The training should be organized at Duliajan by a certified training agency within seven (07) days of installation and commissioning of the VR Centre. | 5/6 | 5/6 |
| 3 | Training on operation and administration of server Storage subsystem, including NAS Gateway, SAN Switch and SAN Storage, Backup Server, Backup software administration and other peripherals. The training should be at OEM's site or any suitable place by OEM or OEM authorized representative | 5/6 | 5/6 |
| 4 | Operation/ administration and routine maintenance of the display management system. The training should be organized at OEM's site or any suitable place by OEM or OEM authorized representative. | 3 days or more as per requirement | 2/3 |
| 5 | Operation and routine maintenance training for UPS at Duliajan | 3 days or more as per requirement | 2/3 |
| 6 | Operation and routine maintenance training for Security & QHSE at Duliajan | 3 days or more as per requirement | 2/3 |
| 7 | Module wise training of different G&G software modules (including third party modules). Third | 45 | 15 |

| | | | |
|---|--|-----------------------------|-----|
| | <p>party modules implies the software modules offered as mentioned in Part-3, Section-II, Sub-section-4, clause no. 4.2. This will include amongst others training on all G&G software, project creation and data loading, QC, seismic interpretation, velocity modeling, depth conversion, mapping, log editing, wireline log interpretation, geological correlation, structural model building, facies and petrophysical modeling, etc. The training should be organized at Duliajan. All G&G application software trainings need to be conducted at least in 3 phases consisting of not less than 15 working days in each phase within six (06) months of installation and commissioning of the VRC solution. The training time schedule for the software applications will be decided in mutual consultation between OIL & the Contractor.</p> | | |
| 8 | Training on G&G software using 3D visualization after commissioning of the entire VR system. | 5/6 | 3/4 |
| 9 | <p>The Contractor has to quote for a provisional work association program separately to be started after the completion of the training on the application software.</p> <p>The work association program will be carried out at Duliajan.</p> <p>The Contractor has to provide the details of the team with their experience in the bid for the above.</p> <p>The work association will be carried out exclusively using OIL's in-house well and 2D, 3D seismic data. The data will include about 100 GLKM 2D land seismic data, 300 Sq.Km of 3D land seismic data and around 50-60 well data or total no. of wells within the identified study area.</p> <p>The work association will cover the entire workflow of the interpretation and modeling suite.</p> <p>The team associated (Contractor & OIL's) will make a presentation on the work-association and the findings in the VR Centre.</p> <p>The team associated (Contractor & OIL's) will also submit a detailed joint report on the findings and recommendations of the study.</p> <p>This training/work association can be in 3 phases covering a period of not less than 9 weeks mutually decided between Company and Contractor.</p> <p>The time schedule for the work association will be decided in mutual consultation between OIL & the Contractor.</p> | Minimum 9 weeks in 3 phases | |

- iv) The Contractor will provide temporary additional licenses including third party software, if required, during training and any work association.
- v) It may be noted that the training imparted must cover theoretical aspects as well as hands on demonstration of the same on OIL's dataset.
- vi) For any training at Company's site, the travel and living expenses of Contractor's personnel should be borne by the contractor. The Company may arrange guest house accommodation on chargeable basis subject to availability of the same.
- vii) For any training at Contractor's site, the travel and living expenses of OIL's personnel for the training organized at Contractor's work site will be borne by OIL.
- viii) The details of the training and trainers should be enclosed along with the offer.
- ix) The Contractor should quote for all charges for training in the price bid. The Contractor must quote training charges separately (wherever applicable) for each of the software training phases.
- x) The evaluation (Both Technical & Commercial) of the bid shall be done including all the training modules as well as the work association program. It may be noted that the decision to carry out the work association during the contract period will be at the sole discretion of the Company.

1.21 ANNUAL MAINTENANCE AND SUPPORT CONTRACT: The terms and conditions of Annual Maintenance Contract (AMC) are as follows:

- i) The Contractor has to quote for five (5) years of comprehensive AMC for all items (hardware, display system, OS and other utility software etc.) supplied against this tender. All the items are required to be covered under the AMC. The AMC offered for all items must include scope for extension of the contract for a period of two years at the same ~~rate~~, terms & conditions as laid out in the appropriate sections of the NIT.
- ii) The Contractor has to quote the AMC charges per year after expiry of one year warranty period separately for all hardware items including display management system, OS, G&G Application software & VR Centre design, setup & infrastructure for five (5) years. Hardware AMC charges should be considered 'nil' during first two years of AMC as the same will be under 3 year warranty. All the items installed/commissioned at Duliajan are required to be covered under the AMC.
- iii) The charges quoted against AMC for hardware, display system, OS & other utility software, G&G Application software and comprehensive maintenance of all items under VR Centre design, setup & infrastructure for 5 years will be considered for commercial evaluation. The Contractor should also quote the rates of AMCs of each of the items separately.
- iv) The Contractor will also provide the detail item-wise cost breakup of the yearly AMC charges for a total of five (5) years in Tabular format.
- v) In case, additional hardware/software are procured at a later date (refer **sub-Clause ii. & iii of Clause-1.12, Section-III, Part-3**) AMC charges for the same will be as per existing rates mentioned in this tender.

- vi) Contractor has to identify & provide the list of critical spares (in addition to the list of critical spares provided in this tender as **Enclosure-VI**) for stocking and the same has to be mentioned in their quote. The successful Contractor has to stock critical spares as identified to minimize downtime & facilitate smooth running of the VR centre at company's site at Duliajan.
- vii) The Contractor will depute one (1) hardware-cum-systems engineer at VR Centre, Duliajan during the entire AMC period of five (5) years for maintaining all the hardware including the servers, standalone work stations, network etc. Personnel proposed to be engaged must have relevant experience of minimum five (5) years in hardware maintenance of entire VRC solution as proposed in this tender document. The system shall have to be repaired within a period of 24 hours from the time it is reported.
- viii) In case of major breakdown, which require spares other than the stocked spares the system has to be repaired within a period of 120 hours from the time it is reported for all hardware components whereas for display screen and DMS it shall be 240 hrs inclusive of travel time.
- ix) The AMC will include preventive as well as corrective maintenance of all hardware.
- x) Quarterly meeting to be held at Duliajan with OIL's representatives regarding quality of maintenance and issues requiring resolution.
- xi) The scope involves supply and replacement of all parts and components damaged, malfunctioning & defective while operating the VR Centre at Duliajan free of cost.
- xii) The Contractor will depute one expert who is well versed with the entire modules supplied as part of the G&G application software, at the VR Centre at Duliajan. The deputed personnel must have minimum 2 (two) years experience in of providing technical support for the G&G application software. He will be responsible for providing technical support throughout the AMC period and guide & assist OIL's G&G personnel in understanding and troubleshooting various requirements/problems while carrying out any G&G project.
- xiii) Whenever a new version of the software/major software upgrades under the purview of the AMC is released, the same shall be provided to OIL free of cost. The AMC will also include visits of experts to Duliajan at no extra cost to OIL for installation, configuration and imparting training on newly released version of the software for duration of ten (10) working days. However, throughout the period of AMC, the Contractor has to provide minor software upgrades/patches in appropriate media as and when such upgrades/patches are released. The Contractor also needs to ensure that all the documentation on the procedure for installation is provided to OIL. Contractor also need to ensure successful installation & smooth running of the system after upgradation. The Contractor needs to ensure prompt addressal of any queries/specific queries related to software upgrades thereof through online support if the same cannot be resolved by the on-site G&G expert.
- xiv) AMC will also include online access of the manuals of new releases free of cost.
- xv) AMC will also include the visit of experts for a duration of one (1) week each, at least once in six month over a calendar year. The experts should be experienced enough to check the system health & performance of the

software for necessary corrective action. The actions of the experts should be documented properly detailing the causes and remedial measures undertaken.

- xvi) AMC will also include migration of all software licenses in case of the hardware replacement (due to upgradation/replacement of the hardware or due to change in the operating system of the software).
- xvii) During the AMC period of five (5) years, Contractor will arrange for servicing and calibration of the display system and projectors quarterly i.e. every three months for VR Centre at Duliajan.
- xviii) In case, during the AMC period of five (5) years, there is a major problem in the display system and projectors, Contractor must depute its engineer within 72 hours of reporting through email/fax.
- xix) During the entire AMC period of five (5) years after warranty period, there is a possibility of shifting the Centre to a different venue. Contractor will be required to do the necessary work (including Centre design, internal set-up and infra-structure, re-installation of Hardwares, OS & other peripherals and G&G Application software) of the new Centre. The charges for the same will be determined after mutual agreement between the Company and the Contractor.
- xx) Any spare/replacement of systems required during the AMC period will be supplied free of cost by the Contractor. No charges whatsoever (including customs duty, demurrages, if any, clearance fee/charges, inland transport charges etc.) will be borne by the Company.
- xxi) Party shall quote charges for AMC with yearly breakup of charges along with the bid for VR Centre. All spares, consumables, services irrespective of nature of items, services shall be supplied by party during AMC. Party shall prepare a maintenance schedule for all items as per recommendations of manufacturers of respective items and in consultation with OIL and prepare printed formats for the same. Maintenance record shall be maintained in printed formats and in soft copy. These shall be submitted to OIL every month for verification. All breakdown records with details of action taken and spares consumed shall be maintained by party during the entire course of the Annual Maintenance Contract for information, verification & records.
- xxii) The Company will not provide accommodation and local transport to the Contractor's maintenance engineers at Duliajan.
- xxiii) Contractor will have to follow the preventive maintenance schedule of all the equipment supplied, during the AMC period.
- xxiv) Contractor will provide all tools and equipments needed for carrying out the jobs under AMC.
- xxv) In case the contractor fails to repair any equipment supplied by them during the AMC period, within 120 hours from the time of reporting the breakdown, a penalty of 0.5% of yearly AMC charges for each week of delay will be levied subject to a maximum amount of 7.5 % of yearly AMC charges.
- xxvi) During the period of AMC, in case a new release of application software is launched which requires upgradation of hardware &/ or Operating system, the Contractor needs to upgrade the hardware, Operating Software as and when required which will be free of cost within warranty period of three (3) years. However the rates for such hardware upgradation will be on actual cost basis after expiry of warranty and the same will be reimbursed by the company. In such case, Contractor must pass on the benefit arising out of all

warranties to the Company. However, the responsibility of maintenance will be with the Contractor.

- xxvii) During the entire AMC period of five (5) years after warranty period, the VR Centre may be required to be connected to the new work Centres of the Company, as and when they come up. The charges for the same will be after mutual agreement between the Company and the Contractor.
- xxviii) After expiration of AMC period of VRC system (Hardware & Software) the Contractor has to hand over the entire VRC system to Oil India Limited in working condition. Industry standard practices followed in such instances of handover in terms of functionality of the entire VRC solution along with the allied software have to be strictly adhered to and presented to Oil India Limited. The reports and other diagnostic runs carried out to assess the health of the entire VRC setup will be carried out prior to expiry of AMC (within the last quarter) and vetted by the representative(s) of Oil India Limited. The Handover will be deemed to be complete only once representative of OIL are satisfied and certify the same. Contractor must provide list of spare parts they have changed along with the spare parts required to be stocked.

1.2.2 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMPLETION OF PROJECT

Since there is no specific end date for completion of mobilization, LD shall not be applicable for default in Timely Mobilization. In the event of the Contractor's default in timely completion of the project within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% (half percent) of total contract value per week or part thereof of delay subject to maximum of 7.5% (seven & half percent). Liquidated Damages will be reckoned from the date after expiry of the scheduled completion of the project.

Note: If any of the clauses in the SCC contradict with the clauses of GCC, then the clauses in the SCC shall prevail.

END OF SECTION-III

PART-3

SECTION-IV

SCHEDULE OF RATES

The Contractor shall quote their rates in the price bids as per the format given in **Proforma-B**. Bidders also must fill up the price break up as mentioned in the **Proforma B1**. Offers will be evaluated based on the Proforma B only. Proforma B1 only for break up purpose. Proforma B1 must be in line with Proforma B. In case of any mismatch of price between Proforma B & Proforma B1 , Proforma B will prevail. The quantities mentioned against each item in Price Bid Format/Price Schedule is for evaluation purposes only. However, payment shall be made for the actual work done.

1.1 COST OF DISPLAY MANAGEMENT SYSTEM

- 1.1.1 The cost of the display management system shall be inclusive of all hardware, equipment, accessories etc. as defined in **Part-3, Section-II, Sub-section 2**.
- 1.1.2 Payment will be made as per **Part-3, Section-III, Clause 1.7**.
- 1.1.3 Payment will be made only after physical inspection of all materials at Company's designated site at Duliajan by OIL's representative in presence of Contractor's representative.

1.2 COST OF HARDWARE

- 1.2.1 The cost of the hardware shall be inclusive of all components as defined in **Part-3, Section-II, Sub-section 3**.
- 1.2.2 Payment will be made as per **Part-3, Section-III, Clause 1.7**.
- 1.2.3 Payment will be made only after physical inspection of all materials at Company's designated site at Duliajan by OIL's representative in presence of Contractor's representative.

1.3 COST OF SOFTWARE

- 1.3.1 The cost of the software shall be inclusive of all software components as defined in **Part-3, Section-II, Sub-section 4**.
- 1.3.2 Cost of operating software and application software is to be provided separately.
- 1.3.3 Payment will be made as per **Part-3, Section-III, Clause 1.7**.
- 1.3.4 Payment will be made only after successful installation of all software on the provided hardware and after successful completion of the "Acceptance Protocol" as defined in **Part-3, Section-III, Clause 1.18**.

1.4 COST OF DESIGN AND SETTING-UP OF VR CENTRE

- 1.4.1 The cost of design and setting-up of interior of VR Centre shall be inclusive of all specifications as defined in **Part-3, Section-II, Sub-section 5**.
- 1.4.2 Payment will be made as per **Part-3, Section-III, Clause 1.7**.

1.5 INSTALLATION AND COMMISSIONING CHARGES

- 1.5.1 Installation and commissioning includes Hardware, Display System, operating software & G&G application software, other peripherals as well as design and set-up of VR Centre as per scope defined in **Part-3, Section-III, Clause 1.16.**
- 1.5.2 Payment will be made as per **Part-3, Section-III, Clause 1.7.**
- 1.5.3 Payment will be made only after successful installation and commissioning of the entire VR set-up.

1.6 COST OF MIGRATION OF EXISTING DATABASE AND PROJECTS

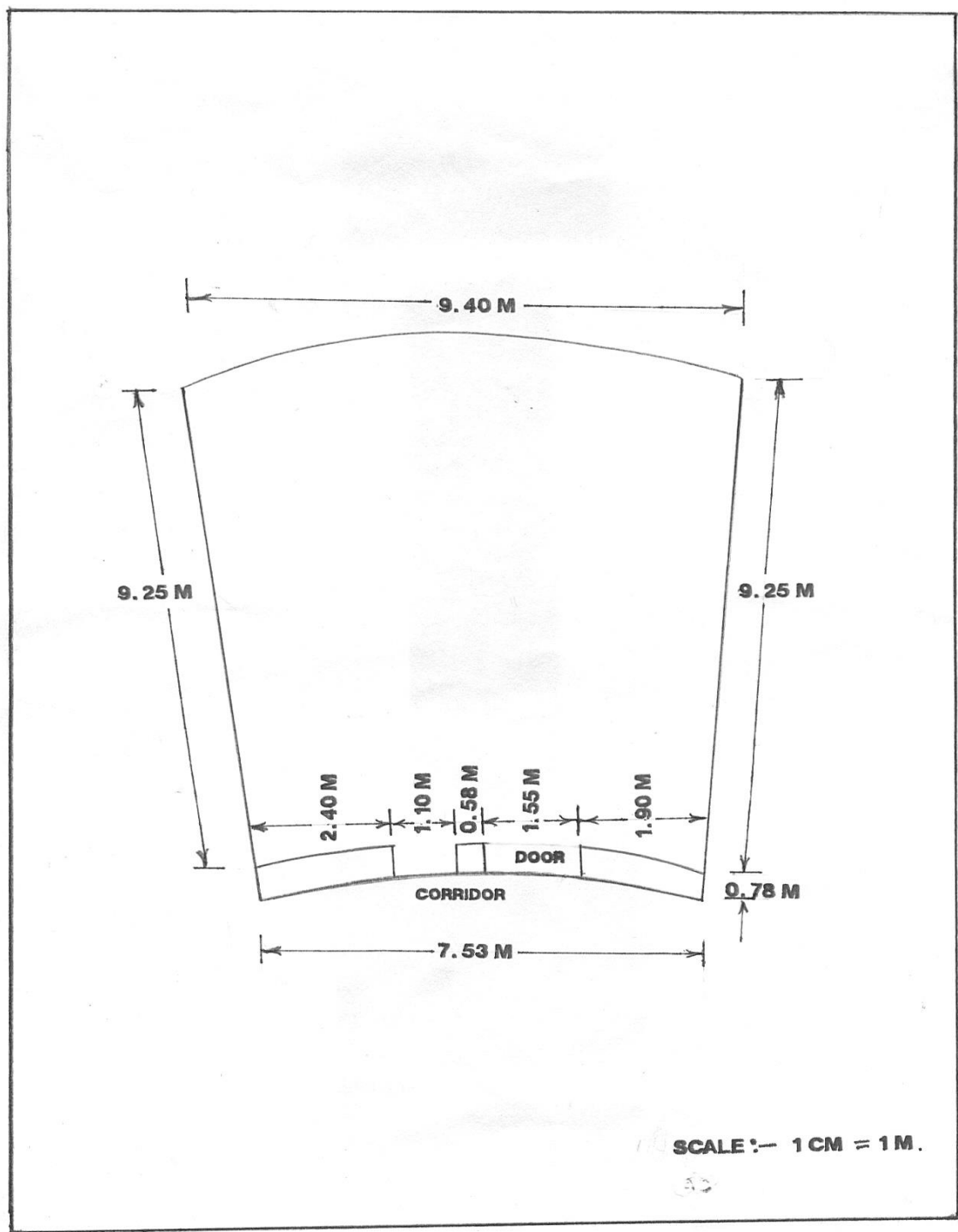
- 1.6.1 The cost of migration of existing database and projects to the new set-up will be as per scope of work defined in **Part-3, Section-III, Clause 1.17.**
- 1.6.2 Payment will be made as per **Part-3, Section-III, Clause 1.7.**
- 1.6.3 Payment will be made only after successful transfer of the database as well as projects.

1.7 TRAINING AND WORK ASSOCIATION CHARGES

- 1.7.1 The charges for training and work association must be quoted separately as per scope defined in **Part-3, Section-III, Clause 1.20.**
- 1.7.2 Payment will be made as per **Part-3, Section-III, Clause 1.7.**

1.8 ANNUAL MAINTENANCE AND SUPPORT CONTRACT CHARGES

- 1.8.1 Charges for five (5) years of comprehensive AMC for all items (hardware, display system, OS and other utility software etc.) supplied against this tender has to be quoted as per terms and conditions defined in **Part-3, Section-III, Clause 1.21.**
- 1.8.2 Yearly break-up of charges are to be provided for all items as outlined above.
- 1.8.3 Payment will be made as per **Part-3, Section-III, Clause 1.7** on quarterly basis.



Sketch of the room for the Proposed VR Centre at Duliajan (Not to Scale)

Specification of Internal Fittings, Furnishing and Furniture for VR Centre

1) Executive Class Chairs - 20 Nos.

- i) Chairs shall have a swivel action upon a stable (5-star) base
- ii) Chairs shall have castors for carpet-covered floors as standard
- iii) Chair castors shall be easily replaceable
- iv) Chair fabrics should be easy to clean
- v) Natural or artificial leather shall not be used for chair fabric.
- vi) Woven and knitted fabrics should comply with the highest contract grade
- vii) Chair adjustments shall be simple to understand, and easy to use while seated
- viii) Seat height should be adjustable between 420 mm and 520 mm
- ix) The seat height adjustability should be available when seated
- x) Chairs shall have controls to govern weight adjustment for both seat and back
- xi) Chairs shall have a seat width between 450 – 500 mm.
- xii) Chairs shall have seat depth between 430 – 450 mm with a waterfall sloping front edge
- xiii) Chairs shall have a backrest height that accommodates a sitting shoulder height of 510 mm
- xiv) Lumbar support should be adjustable.
- xv) Tilt mechanism with locking system should be available.
- xvi) Chair should be able to rotate full 360° in either direction.

2) VR Tables – 6 Nos.

- i) One table should be able to cater for two persons (Minimum 60 inches of width, 24 inches depth and 30 inches height). Tolerance in length and depth of top is allowed to the extent to match the seating arrangement and aesthetics of the room and to provide for comfortable seating for the audience.
- ii) Tables Top should be of Teak Board or High pressure laminate furniture grade particle board.
- iii) Tables should be collapsible so that the same can be used for training purposes as and when required.
- iv) Tables should be wheel mounted for easy transportation along with the locking facility for the wheels as and when required.
- v) Table should have embedded facility for Power/network/microphone etc.

3) Workstation Table – 2 Nos.

- i) One workstation table for each of the two workstations
- ii) Workstation table should be of Teak-board.
- iii) Minimum dimension of the table top should be 140 x 75 cm
- iv) The table top should be finished with the single colour

4) Operator table and chair for the presenter along with necessary network/power and video points for presentations.

Note:

- i) The make of the readymade furniture should be branded like Featherlite, Godrej or Durian. Catalogue showing model of offered furniture should be provided during bid submission.
- ii) For customized furniture, details of design and material to be used should be provided as part of bid documents.
- iii) Furniture offered should match the aesthetics and interior of the entire room.
- iv) Any change in above requires approval from OIL.

5) Flooring:

- i) Floor finishes shall be of a heavy contract grade carpet and pass the castor chair test.
- ii) Carpet tiles shall have a reflectance value between 0.2 and 0.3 (approximately).
- iii) Finishes shall meet the minimum standards for vertical electrical resistance at 30% humidity and should have an anti-microbial agent to inhibit contamination.
- iv) Carpet tiles should have a small random pattern or 'fleck' to minimize the effects of soiling.
- v) Floors should be of the raised access type to provide access to underfloor cables. Tiles should be of high density particleboard, steel encapsulated. The underfloor void provided by the raised access floor should have a minimum height of 200 mm.

6) Specifications of Carpet:

Carpet for the VR room must cover the floor of the audience area. The broad specification include that the item must be Carpet Tiles, Fiber 100 % PP (polypropylene) and Gauge 1/10". The item must have anti-static and anti-stain properties and must pass the Flammability Test. The color of the carpet should match with the interiors and should provide a smooth and elegant look.

7) VR Room Finish: Ceilings

Ceilings should be installed to one level wherever possible and tiles shall be matte white with a minimum surface reflectance of between 0.7 and preferably 0.8. Planned maintenance should be established to ensure that this reflectivity does not degrade over time. This is particularly important where the light levels are achieved by reflecting light from the ceiling surface (uplighting).

The choice of ceiling finishes shall take account of the required acoustic performance of the room of which the ceiling, along with the upper walls, is a primary contributor. The selection of class 'A' acoustic tiles offers the potential for noise reduction.

8) Pin Hole Ceiling System

The ceiling tiles must be made for new generation sound, light and e-tech comprises new generation mineral wool and bio soluble additives with excellent fire resistance and acoustic performance –‘ PINHOLE’ with Textured and micro perforated surfaces. The make should be of reputed brand like Knauf AMF, Germany or equivalent.

The above boards to be provided and fixed to complete with visible metal grid suspended ceiling system made from roll formed profiled Main Runner Tee of section 38x24 mm with cross tee to fit in dog bone section to form grid size 600mm x 600mm supported with suspenders of G.I. wire beneath concrete roof by metal dowels.

9) VR Room Side Wall Finish:

The side walls of the VR room where Video Conference Display system will be mounted should be well finished with Mat Fabric over soft board and rest of the wall should be laminated with 12 mm [approx.] water proof Ply fitted over wooden frame with 0.8mm laminated sheet. The material should be resistant to cracking, scratching, staining, color change, dry heat and steam.

10) Other requirements to be fulfilled by the Contractor:

- i) Bright colours and use of reflecting material for ceiling, walls and floor surrounding the screen to be avoided.
- ii) Suitable doors at two (02) places as shown in proposed room layout matching the interiors.
- iii) Electromagnetic lock (EML) shall be installed on single swing flush door(s). The type and specification of the lock(s) shall be in accordance with the door design and specification.
- iv) Partition wall for video wall
- v) All electric points and cabling required for the equipment
- vi) All network cabling/points required for the equipment to make it operational
- vii) All samples/designs/materials for VR room design including flooring, carpeting, ceiling, side wall finish, etc. fulfilling required criteria/specifications as mentioned above to be submitted to OIL for approval after award of LOA.

Specification for electrical works

1. Scope of Work

- i) All electrical and air-conditioning works including supply of all items shall be done by the Contractor.
- ii) OIL shall supply power at one point only. Tapping of power from this point and distribution of power to all equipment of VRC shall be done by the Contractor as per requirement.

2. Wiring scheme:

- i) The wiring cable shall be single core, PVC insulated, 1100v grade, FRLS, flexible, stranded copper conductor and approved by ISI, Fire Insurance Authority & Tariff Advisory Committee. Following wire sizes shall be used.
 - a) 3X1.5 sq mm single core cable (Red for Phase, Black for Neutral and Green for Earth) for light and fan point wiring. Make of cables: Finolex/Havells/RR Kabel/Polycab/KEI.
 - b) 3X2.5 sq mm single core cable (Red for Phase, Black for Neutral and Green for Earth) for circuit wiring from DB to SB/5 amp Socket Points. Make of cables: Finolex/Havells/RR Kabel/ Polycab/KEI.
 - c) 3X4.0 sq mm single core cable (Red for Phase, Black for Neutral and Green for Earth) for power socket wiring from DB to 15 amp power sockets and AC. Make of cables: Finolex/Havells/RR Kabel/Polycab/KEI.
- ii) All conduits in roof space shall be 19 mm (25 or higher size if required), medium grade, **fire retardant** PVC and approved by BIS. Conduits in the floor shall be metallic (Galvanised Iron). In case any wiring is required on walls for sockets, SB etc, the same shall be laid in proper size casing capping (Make of conduit/casing capping: RICHA/PLAZA/AKG/PRESTO PLAST).
- iii) All switches, sockets, regulators, switchboard covers, blank plate shall be of fire-retardant material and modular type in white colour. Make: LEGRAND/SCHNEIDER/ CRABTREE/ INDOASIAN/ HAVELLS/MK.
- iv) Metal clad switch-socket unit, 20/25 Amps shall be provided for AC. Make of switch-socket: LEGRAND/SCHNEIDER/SIEMENS/INDOASIAN/HAVELLS.
- v) All light fittings shall be of LED and make and type approved by OIL. Make of Light Fittings: PHILIPS/GE/BAJAJ/CROMPTON/ HAVELLS/JAGUAR/OSRAM. Spare lamps and fittings shall be supplied for immediate maintenance work (20% of installed quantity for fittings).
- vi) Suitable LED luminaries are to be used for illumination in the VRC Room.

3. Power Scheme:

- i) OIL shall provide power at one point and earth connection from existing electrical switchboard available in the building where VRC shall be

commissioned. Contractor shall arrange for supply and laying of necessary power cable and earth bus from this room to VRC.

- ii) The available electrical infrastructure as per the existing VR Centre consists of the following:

| Sl. No. | Item | Quantity |
|---------|-----------------------------|----------|
| 1 | 200A 4P MCCB incomer panel | 2 Nos. |
| 2 | 100A 4P MCCB outgoing panel | 4 Nos. |
| 3 | 40A 4P MCCB outgoing panel | 6 Nos. |
| 4 | 16A 2P MCB outgoing panel | 3 Nos. |

- iii) It may be noted that existing panel has the single source capacity of 100A maximum and four such single sources are available in the existing panel. Therefore maximum single load should not exceed 100A.
- iv) Any additional requirement over and above the provided electrical infrastructure shall be supplied and installed by the Contractor. Contractor may carry out a recce prior to bid submission if they so desire as per **Clause-5.3, sub-section-5, Section-III, Part-3.**
- v) All power cables shall be PVC insulated, PVC sheathed, 1100v grade, heavy duty, and have galvanised armour, stranded copper conductor and approved by BIS 1554. However, in case of conduit wiring for servers, single core, PVC insulated, 1100v grade, fire-retardant, flexible, stranded copper conductor cable approved by ISI, Fire Insurance Authority & Tariff Advisory Committee shall be used.
- vi) All cables from panel board to UPS and UPS to DB shall be of ISI approved stranded copper armoured and sizes shall be as per load requirement.

4. Air conditioners:

- i) Contractor shall supply, wire, install and commission air-conditioners required for achieving the desired cooling. Air-conditioning scheme shall be submitted to OIL for approval.

5. Work Specification:

- i) Entire electrical installation work has to be done by licensed electrician under the supervision of a licensed electrical contractor as per CEA Rules, BIS and NEC (India). The licenses for Electrician and electrical contractor shall be issued/recognized/endorsed by the Electrical Licensing Board, Government of Assam. Contractor shall submit the copy of the valid licenses of their Electrical contractor and work persons to OIL before start of the work.
- ii) Contractor shall submit a list of all the BIS/NEC-India/IEC standards used for preparation of complete electrical/earthing and air-conditioning scheme.
- iii) All electrical drawings showing power scheme, cable route and supports, detail conduit layout plan, SB/Socket position, detail position of light/fan, detailed wiring scheme with labeling of all items is required to be prepared by the Contractor and submitted to OIL for comments, amendments as required and approval. The electrical and air-conditioning design shall be approved by HEAD (Electrical) in writing.

- iv) All joints shall be made using tinned copper lugs.
- v) Test report of the entire electrical work as per CEA Rules will have to be submitted to OIL after completion of the job.
- vi) The electrical work shall be treated as complete upon installation, testing & commissioning of electrical works being accepted by HEAD (Electrical) and submission of three sets of test report for electrical works, as installed drawings & list of electrical items used, spares for lighting system by the Contractor. Soft copy of all documents is also required.
- vii) All wires to be identified by ferrules. Suitable wire numbering scheme is required.
- viii) All socket outlets shall be labeled as per drawing.
- ix) Complete earthing scheme with detail of all items is required.

6. Safety:

- i) Standard industry guidelines along with guidelines followed by OIL for safety during installation work shall be followed by the Contractor.
- ii) All persons engaged by the Contractor for electrification work shall use PPE as required.
- iii) All portable machines to be used during installation work shall be Class-II insulated and protected by ELCB.

SPECIFICATIONS FOR AUDIO/VISUAL SYSTEM, PROJECTION AND VIDEO CONFERENCING

1. **Audio System:** The Contractor will provide necessary sound/audio systems including microphone etc. required for the VR Centre. A stereo sound system should be installed to reproduce program sound from videos, DVDs, PCs and other sources like cordless mike etc. Two nos. of Bose, Kenwood, Sony or higher quality & make stereo speakers with all other necessary accessories must be provided. These are to be installed on the roof top/side walls appropriately for enabling quality sound for the participants. The room should be fitted in such a manner so that echo from the discussions/presentations and video conferencing is negligible. The provided audio system should be integrated with the Image Generators, 4K Blu-ray player, Laptops, HD-video camera and other related hardware.
2. **Video-conferencing:** A Video Conferencing facility has to be established within the scope of this project between the VR Centre at Duliajan and other work-centres of OIL. The system should also have multi-party video-conferencing facility. The video conferencing facility should be integrated with the Projection, Display Management system and Sound System to be installed as part of the VR Centre. The minimum bandwidth required for the Video-Conferencing will be provided on the OIL's available high bandwidth connectivity between Duliajan and other work-centres. The specifications for the HD-Video Camera and Ultra HD 4K LED display are given below. All other hardware/peripherals required for video-conferencing facility are to be provided by the Contractor for a seamless experience.

| Item | Description |
|-------------------------|---|
| HD-Video Camera | Full HD camcorder with 9 Megapixel still image, full HD video recording with min. 20x optical zoom, LCD display, DVI/HDMI output, Memory card with storage capacity of 64 GB, proper mounting tripod stand, along with all cables and connectors |
| Ultra HD 4K LED display | The system should be capable of displaying the contents while playing BD/DVD disks attached to Image Generator system. The display unit should be of minimum 50", and provided with pedestal & wall mounting kit and should be of reputed makes like SONY, SAMSUNG, LG, PHILIPS,PANASONIC etc |

3. **AV Control System:** The Contractor will provide IP based central control for all the systems including Audio, Projectors and Lights through touch-based interface (Crestron/AMX or equivalent). Specifications for wireless touch panel control system for controlling Audio, Lighting etc. of the VR room is given below:
 - i) Processor of AV control system to be mounted on rack in the server room of VRC.

- ii) A table top colour touch panel interface with controller (Crestron/AMX) in the background to be placed at pilot desk of VRC.
- iii) The AV control system should be preconfigured with a simple user interface for fast access to all the components like presentation mode, analysis mode, configuration mode, training mode, which will in-turn will configure the lights, audio, projector settings accordingly, with just a single press of a button.
- iv) AV control system should be able to control the following through touch panel:
 - a) Input Selection of Audio system from IGs, Laptops, Camera, Blu-ray player and Microphones
 - b) Volume control of the selected inputs with separate mute buttons.
 - c) Lights within VRC at 4 pre-set levels
 - d) Offered Display projection system (On, Off and Mute)
 - e) Selection of various pre-sets/layouts created in the display management system. Any new pre-set/layout created in Display Management system should be automatically updated in the touch panel

Security System & QHSE

1. The security Access control system shall be designed and integrated with the access gates/doors and provide the capability of controlling one or more entry/exit doors for the VR Room, alarm elements, locking devices, door hardware etc.
2. The security access control system should control automatic locking and unlocking of doors, provide detailed reports of door usage and provide forced door or propped-open door status.
3. The system should have the capability of using biometrics, swipe Cards and Keypads.
4. Facility for erasing and creating swipe cards should be provided. Minimum of 30 Nos. of reusable/erasable swipe cards should be provided along with the system.
5. It should be possible to use the access devices like biometrics, proximity card readers, push buttons, manual switches, etc. in user defined combination for any and all of the access points.
6. The security access control system should be totally based on wireless mode technology and to be integrated with the existing Cisco wireless network infrastructure.
7. The security Access control system should be PC based system with necessary access control hardware, software and network connectivity for downloading data from remote locations.
8. The security Access control system should have user friendly software.
9. The security Access control system should have In-built battery backup for minimum of 12 hours, in case of power failure of regular operation.
10. The system should have multilevel password access for programming and identification by PIN (Personal Identification Number)
11. The system should have ON-LINE monitoring of logged data when connected to PC and should be capable of giving exhaustive MIS report.
12. An emergency exit/fire exit needs to be provided and the same should be of international standards.
13. Contractor has to provide the fire and smoke detectors along with the alarm system for the VR room. Contractor will also provide portable fire extinguisher equipments at the different places in the VR Room.

14. All software, cables and network for the above shall be provided by the Contractor.

List of Minimum Critical Spares to be stocked at Duliajan

| Sl. No. | Item | Quantity |
|----------------|-----------------------------------|-----------------|
| 1 | Spare RAM for Workstation/ Server | 2 Nos. |
| 2 | HDD | 4 Nos |

Note: The Contractor needs to provide the list of spares in their offer to be stocked over and above the items given in the above table at VR Centre, Duliajan.

END OF PART-3

&&&&

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

| Srl # | Item Description | Qty/ Unit | Rate | Total | Freight & Insurance | CIF Value | Port & other charge | Landed Cost | Is it re-exportable? YES or NO | Year of Mfg. | HSN Code |
|-------|------------------|-----------|------|-----------|---------------------|-----------|---------------------|-------------|--------------------------------|--------------|----------|
| A | B | C | D | E = C x D | F | G = F + E | H | I = G+H | J | K | L |
| | | | | | | | | | | | |
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| | | | | | | | | | | | |

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

PRICED ID FORMAT

(The Price Bid Formats are available in “Notes and Attachments” tab in the e-Tender Portal) Bidders must also fill up the price break up as mentioned in the Proforma B1.

BID FORM

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

Sub: IFB No. CDG1588P20

Gentlemen,

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

We undertake, if our Bid is accepted, to commence the work within (_____) days calculated from the date both parties have signed the Contract.

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

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

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

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

Dated this _____ day of _____ 20__.

Authorised Person's Signature: _____

Name: _____

Designation:_____

Seal of the Bidder:

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

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

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

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

FORM OF BID SECURITY (BANK GUARANTEE)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN - 786602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ____ day of _____ 20_____.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

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

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date: _____

Place: _____

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

** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
 - (i) MT 760/MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

- b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c. Further correspondence against BG towards Bid Security must contain the Tender Number.

FORM OF PERFORMANCE BANK GUARANTEE

To,
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786602.

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

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

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

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

This guarantee is valid until the _____ day of _____

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

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- (i) MT 760/MT 760 COV for issuance of Bank Guarantee
- (ii) MT 760/MT 767 COV for amendment of Bank Guarantee

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

c. Further correspondence against BG towards Performance Security must contain the Contract Number.

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. **CDG1588P20**.

WHEREAS, Contractor accepted the above Letter of Award vide----- and submitted Performance Bank Guarantee No. ----- Dated----- valid till----- issued by -----(Bank's name with detailed address) for an amount of -----. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

for and on behalf of Contractor
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

PROFORMA LETTER OF AUTHORITY

To:

CGM (CONTRACTS)

Oil India Ltd.,

P.O. Duliajan - 786 602

Assam, India

Sir,

Sub: OIL's IFB No. CDG1588P20

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

AUTHORISATION FOR ATTENDING BID OPENING

TO,

Date: _____

CGM (CONTRACTS)

Oil India Ltd.,
P.O. Duliajan - 786 602
Assam, India

Sir,

Sub: OIL's IFB No. CDG1588P20

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

&&&&&&&&

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. CDG1588P20**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

(3) The Bidder/Contractor 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 credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances

of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **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) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.

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

Section 5 -Previous transgression

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

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

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor 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 external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

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

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

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

Section: 9 -Pact Duration

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

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

Section: 10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. 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. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

Place: Duliajan

Date: --.---.2018

For the Bidder/Contractor

Witness1:

Witness 2:

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

&&&&&

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years upto _____ are correct.

| YEAR | TURN OVER In INR (Rs.) Crores or US \$ Million) | NET WORTH In INR (Rs.) Crores or US \$ Million) |
|-------------|--|--|
| | | |
| | | |
| | | |

Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal:

Membership Code:

Registration No. :

Signature

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____
Guarantee No. _____

Bank

Dated

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or

affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____
WITNESS NO. 1

(Signature)

Full name and official address
and address (in legible letters)

Stamp

(Signature)

Full name, designation
(in legible letters)

With Bank

WITNESS NO. 2

Attorney

as power of Attorney no. _____

Dated _____

(Signature)

Full name and official address
(in legible letters)

Stamp

To
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES FOR TENDER NO. CDG1588P20

DESCRIPTION OF WORK/ SERVICE:

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

(Seal)

Date _____

M/s _____

Yours Faithfully

FOR & ON BEHALF OF CONTRACTOR

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

Ref. No. _____

Date _____

**To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN-786602**

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No._____ Dated _____

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 EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

BEC-COMPLIANCE MATRIX

| Clause No. | Description | Bidders Remarks Complied /Not Complied /Deviation | Bidder to indicate Relevant Page No of their Bid to support the remarks/c compliance |
|------------|--|---|--|
| | Technical Criteria | | |
| 1.1.1 | Bid should be complete covering all the Scope of Work laid down in tender document and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/literatures wherever required. Incomplete and non-conforming bids will be rejected outright. | | |
| 1.1.2-A | <p>a. The Bidder must have the experience of setting-up at least two (2) such Virtual Reality Centers for major oil and gas companies globally in the last seven (7) years proceeding from bid closing date of this tender. Bidder must give a list of such center along with the details of the contact person supported by necessary documentary evidence viz. installation & commissioning, acceptance certificate etc. in support of the same. VR Centers made for the Bidders own purpose and for its subsidiaries will not be considered. The setting-up of such Virtual Reality Center will essentially mean installation, commissioning and integration of the entire solution supplied by the Bidder to the concerned oil & gas companies.</p> <p>b. Bidder can quote third party software for the items specified in Part-3, Section-I, Sub-section-4, clause 4.1 and 4.2 of the tender document. Bidder must provide only such third party software of which at least three (3) licenses have been sold by the Bidder or by the third party itself in last three (3) years preceding from bid closing date of this tender. Bidder has to provide documentary evidence along with the contact address for the same</p> <p>c. Bidder has to provide documentary evidence for at least one major upgrade of the G&G software during the last two (2)</p> | | |

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| | <p>years preceding from the original bid closing date of this tender.</p> <p>d. The Display system, VR Projectors and screen are the most important components of the tender. In view of this, the OEM for display system should have installed at least one (1) multi-channel stereoscopic display system in India in last seven (7) years. Bidder has to provide documentary evidence along with the contact address for the same</p> <p>e. Manufacturers of the Display system, VR Projectors and screen should have maintenance and support facilities in India. Bidder has to provide documentary evidence for the maintenance and support facilities and personnel along with the contact address for the same.</p> | | |
| 1.3 | <p><u>Mobilization and Project completion Time:</u></p> <p>i. The Contractor must mobilize their personnel, equipment, tools, spares and all other necessary materials immediately within a maximum of 30 days from the date of issue of Letter of Award (LOA) by the Company.</p> <p>ii. Installation and commissioning of the complete VR Setup is to be ready within one hundred fifty (150) days from date of issue of LOA.</p> <p>Offers must confirm the point 1.3, i) & ii) above. Offer will be rejected in case of Noncompliance/Deviation of point 1.3, i) & ii) above.</p> | | |
| | Financial Criteria | | |
| 1.4.1 | 1.4.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs. 7.74 Crore or US\$ 11,00,370.00 | | |
| 1.4.2 | Net worth of the bidder must be Positive for the preceding financial/accounting year. | | |
| | Commercial Criteria | | |
| 2. | 2.1 Bids shall be submitted under Single Stage Two Bid System i.e., Technical Bid and Price Bid separately in the OIL's E-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFx Response" Tab and Price Bid as per Proforma-B uploaded in the "Notes & Attachments" Tab. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two | | |

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| | bid system shall be rejected outright. | | |
| | <p>2.2 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.</p> <p>2.3 Bids should be valid for 120 days from bid opening date. Bids with shorter validity will be rejected as being non-responsive.</p> <p>2.4 Bid Security for and amount of Rs. 34,84,000.00 [or US\$ 49,531.00] in Original shall be furnished as a part of the Technical Bid and shall reach OIL's CGM-Contract's office at Duliajan on or before 12.45 Hrs (IST) on the bid closing date. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.</p> <p>2.5 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e., who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.</p> <p>2.6 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.</p> <p>2.7 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.</p> <p>2.8 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialled by the person or persons who has/have digitally signed the Bid.</p> <p>2.9 Any Bid containing false statement will be rejected.</p> | | |

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| | <p>2.10 Bidders must quote clearly and strictly in accordance with the price schedule outlined in “Price Bid Format” of Bid Document, otherwise the Bid will be summarily rejected.</p> <p>2.11 Bidders shall quote directly and not through their Agent/Representative/Retainer /Associate in India. Bids submitted by Indian Agent/Representative/Retainer/Associate on behalf of their foreign principals will not be considered and will be rejected straightway. One Indian Agent/Representative/Retainer/ Associate cannot represent more than one foreign principal.</p> <p>2.12 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which bid will be rejected:</p> <ul style="list-style-type: none"> i) Performance Guarantee Clause ii) Force Majeure Clause iii) Tax Liabilities Clause iv) Arbitration Clause v) Acceptance of Jurisdiction and Applicable Law vi) Liquidated damage and penalty clause vii) Safety, Environment & Labour Law viii) Termination Clause ix) Integrity Pact <p>The Bids and all uploaded documents must be digitally signed using Class 3 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India [except copies of the documents required in physical form] should invariably be submitted in the ‘Technical Attachment Tab’ through OIL’s e-bidding portal, before the scheduled date and time for the tender closing. All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.</p> <p>2.14 The price bids submitted in physical form against e-procurement tenders shall not be given any cognizance.</p> | | |
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| | <p>3.0 BID EVALUATION CRITERIA: The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjected to Bid Evaluation Criteria will be considered. The evaluations as per the Price Evaluation Criteria are as under:</p> <p>3.1 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.</p> <p>3.2 For conversion of foreign currency into Indian currency for evaluation of Bids, B.C. selling (Market) rate declared by State Bank of India, Kolkata CAG branch, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceeds 03 (Three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.</p> <p>3.3 The bidders must quote their charges/rates in the manner as called for vide "Schedule of Rates" under Section - IV and the summarized price schedule format vide enclosed Proforma – B.</p> <p>3.4 The quantities shown against each item in the "Price Bid Format (i.e. in Proforma-B)" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/parameters for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.</p> <p>3.5 To ascertain the inter-se- ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Commercial Bids shall be evaluated taking into account the rates quoted in the Price Bid Format as per 'Proforma-B'.</p> | | |
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| | <p>4.0 GENERAL:</p> <p>a) The project of the setting-up a VR Center is of turn-key nature which amongst others will include necessary hardware, software, display systems, audio/visual system, AMC, training, installation and commissioning, all internal fittings, furnishing (soft and hard) etc. The project will also involve installing third party equipment and software (new as well as existing). Bidder must bid for the entire project. Incomplete bid in this regard will be rejected.</p> <p>b) Bidders must quote for all items and undertake in writing that they would carry out installation/commissioning of the entire system including the third party items. However, if at the time of installation & integration of the system, it is found that some additional hardware accessories or software items with licenses are required to complete the configuration, which were not included in the Bidder's original list of deliverables, then the Bidder is required to supply such items to ensure the completeness of the configuration at no extra cost to OIL.</p> <p>c) The Bidder should also guarantee support for the same for minimum five (5) years after expiry of warranty period with regard to providing service, maintenance etc. by way of entering into a maintenance contract.</p> <p>d) The VR Center offered should be in accordance with Sections-II, III and IV of Part-3 of the NIT.</p> <p>e) The equipment specifications must be provided as per bid format and all the columns of the "Check list" and "Price schedule" should be filled in properly. However, prices should be kept blank in the technical bid.</p> <p>f) Bidders must quote for all the items as mentioned in SECTION-II and SECTION-IV of Part-3. Accordingly Bidder will also quote for the Training and Annual Maintenance for all the items as mentioned in SECTION-IV of Part-3. Any bid with the incomplete quote (Both technically and commercially) will be rejected.</p> <p>g) The bids along with all technical documentation must be in English language only. Otherwise, Bids will be rejected.</p> | | |
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| | <p>h) The Bidder must provide details of make and models of all items and certification of authorization from OEM. Failure to provide details will render Bid invalid.</p> <p>i) The Bidder must not provide solutions involving products that have reached or nearing end-of- life. Certification from OEM for the same along with availability of spares for entire period of the contract are to be provided. Additionally, declaration must be submitted stating that the Main VR setup Hardware and Software of the Offered model is not going to become obsolete in coming 05 years [after warranty period].</p> <p>j) Bids must not contain qualifying conditions (For example, in respect of a particular equipment statements like “under field test and shall be supplied by the time the Contract is signed”, "Specifications will be upgraded in the event the Contract is awarded" etc.)</p> <p>k) All the documents, certificates, information in support of meeting above criteria must be submitted along with the Technical Bid.</p> <p>4.1 In case bidder takes exception to any clause of bid document not covered under BEC, 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.</p> <p>4.2 To ascertain the substantial responsiveness of the Bid, the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.</p> <p>OIL requires to finalize the Contract within a limited time schedule. Therefore, it may not be feasible for OIL to seek clarifications in respect of incomplete/incomprehensible offers. As such, prospective Bidders are advised to ensure that their Bids are complete in all respects and conform to the terms, conditions and Bid Evaluation Criteria of this tender. Bids not complying with OIL's requirement may be</p> | | |
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| | <p>rejected without seeking any clarification.</p> <p>4.4 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.</p> <p>4.5 CUSTOMS DUTY: In terms of Sl. No. 404 of the Customs Notification No. 50/2017-Cus dated 30.06.2017, imports of the items specified in List 33 (CONDITION NO. 48) of the Notification are subject to levy of concessional rate of customs duty @5% (BCD Nil & IGST@5%) subject to conditions specified therein (Condition No.48). However, this is subject to change as per Government guidelines and the provisions ruling at the time of tender closing will be applicable.</p> <p>4.6 Similarly, the domestic supply of such goods would attract 5% GST (i.e. IGST or CGST & SGST/UTSGT) on submission of EC in terms of GST</p> <p>4.3 Notification No.03/2017.</p> | | |
| | <p>5.0 PURCHASE PREFERENCE CLAUSE:</p> <p>Purchase Preference to Micro and Small Enterprises registered with District Industry Centres 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.</p> <p>5.1 In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.</p> <p>5.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.</p> <p>5.3 In case any part of the work is sub-contracted (with prior approval from Company) to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub- contractor to OIL.</p> | | |

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| | <p>5.4 DOCUMENTATION REQUIRED TO BE SUBMITTED BY MSEs: Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres 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. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.</p> <p>5.5 Purchase preference Policy (linked with Local Content) (PP-LC)</p> <p>5.5.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015- ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender (Annexure- XII enclosed).</p> <p>5.5.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at clause No. 37.0 of ITB and shall have to submit all undertakings/documents applicable for this policy.</p> <p>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.</p> | | |
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**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE
AUTHORIZED SIGNATORY OF THE BIDDER**

Certificate of Compliance of FINANCIAL CRITERIA:

**Ref Clause No. B - Financial Criteria of the BRC/BEC – under Note no. C of the
Tender**

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

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

Place :

Date :

Signature of the authorized signatory

Note: Please note that any declaration having date after the Bid closing Date will not be considered and will be rejected. This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date.

FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY

To

M/s OIL INDIA LIMITED (OIL)

CONTRACTS DEPARTMENT

DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. _____ to execute ----- (Brief Description of the Work)(hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at _____ is the **"Ultimate Parent"** of **"Supporting Company"** M/s (Name of the supporting company with address)/M/s(Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/'ULTIMATE PARENT', which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/"Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

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

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

This guarantee is valid until the _____ day of _____.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall 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.

The above message/intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to Axis Bank, Duliajan

Branch, IFS Code: UTIB0001129, Branch address: AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN: 786602.

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

Tentative Project Timeline: VRC, OIL

[illegible]

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| | Completion of Project | | | | | | | | | | | | | | | | | | | | | | | | |
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