

NIT

TENDER No. CDI 4574L15

**TENDER FOR
SELECTION OF SERVICE PROVIDER
FOR CONSULTANCY SERVICES FOR ERP –
ENHANCEMENTS & SUPPORT AT
DULIAJAN**

OIL INDIA LIMITED
(A GOVT. OF INDIA ENTERPRISE)
CONTRACTS DEPARTMENT, DULIAJAN

OIL INDIA LIMITED invites ON-LINE BIDS from the short listed Bidders/Firms for the following mentioned works/services under **SINGLE STAGE – 2 BID System on LIMITED Basis** through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

Selection of service Provider for Consultancy Services for ERP –Enhancements & Support at Duliajan

IFB NO: CDI 4574L15

Type of IFB: Single Stage- 2 Bid System

LOCATION:

CONTRACT PERIOD: 12 Months excluding 30 days Mobilization Period

Pre-bid conference: 25.08.2014 at 9-30 hrs (IST)

Last Date of receipt of Pre-Bid: Queries 22.08.2014 upto 15:30 Hrs (IST)

Venue of Pre-Bid Conference: Kolkata (Exact venue shall be communicated to the prospective bidders nearer the time)

BID CLOSING/ OPENING DATE & TIME: 23.09.2014 (11:00HRS/14:00 HRS)

Bid Submission Mode: Bid should be submitted online in OIL's E-Procurement portal

Bid Opening Place : Office of the Head-Contracts
Oil India Limited
Duliajan – 786602, Assam

Bid Validity : 180 days from Bid opening Date

BID SECURITY AMOUNT : ₹ 1,09,700.00(One Lakh Nine Thousand Seven Hundred Only)

AMOUNT OF PERFORMANCE SECURITY: 7.5% of Estimated total Contract Value

a) Bid Security deposited vide D.Draft/B.Cheque /Bank Guarantee

No. _____ dated _____ of _____

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before Bid opening date and time(12:45Hrs), otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

b) Bidders to confirm that in the event of award of Contract ,bidder will submit Performance Security Deposit @ 7.5% of the estimated contract price and this will not earn any interest.

2.0 SEALED ENVELOPES containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of :

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee in favour of M/s Oil India Limited and **payable at DULIAJAN**. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 7(a) below. Bids without BID SECURITY in the manner specified above will be summarily rejected.

3.0 **Pre-Bid Conference:**

3.1 A pre-Bid conference will be held at **Kolkata, India on 25.08.2014** or on the dates as indicated in the online tender for providing clarifications to prospective bidders on Bid Rejection Criteria(BRC)/Bid Evaluation Criteria(BEC), Terms of Reference/Technical Specifications, Terms and conditions of the IFB to enable them to understand the exact service requirement of the Company. The parties to whom the tenders are issued are invited to the Pre-Bid conference. For details of the venue, bidders may contact the office of Head-**Contracts**, Oil India Ltd., P.O. Duliajan-786602, **Phone:** 91-374-2808650/2800548, **Fax#**(91)374-2803549,**E-mail:** ssgogoi@oilindia.in.

3.2 At the most 2 (two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.

3.3 The prospective bidders shall submit their queries through E-mail / Fax / Courier addressed to Head-Contracts, Oil India Ltd., Duliajan-786602, Assam prior to the date of pre-bid conference and such queries must reach OIL's office at Duliajan latest by **22.08.2014** or the date as mentioned in the on-line tender. OIL shall provide clarifications to the queries in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office. A soft copy of the queries in the word file shall also be submitted by the parties.

4.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the Head-Contracts in presence of authorized representative of the bidder.

5.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.

The bid 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.

The authenticity of above 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.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

6.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

7.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.

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

8.0 Conditional bids are liable to be rejected at the discretion of the Company.

9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

10.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidated damages and / or penalty from the Contractor as per terms of the tender /contract.

11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.

13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security/Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

16.0 **The tender will be governed by:**

Covering Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part - I - General Conditions of Contract. (GCC)

Part - II - Schedule of Work, Unit and Quantity (SOQ)

Part - III - Special Conditions of Contract (SCC)

Part-IV-Schedule of company's Plants, Materials and Equipments-

Part-V-Safety Measures (SM)

Integrity Pact

Proforma and Annexures

17.0 **The Integrity Pact is applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder 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 sign the Bid.

Note: Following persons have been appointed as Independent External Monitors:

Shri N. Gopalaswami, IAS (Retd.).
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).
E-mail: gopalaswamin@gmail.com
Shri Ramesh Chandra Agarwal, IPS.
Phone: +91-9810787089, 91-1122752749.
E-mail: rcagarwal@rediffmail.com

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT :

To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document through email. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL’s e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms and supporting documents are to be submitted through OIL’s E-Procurement site only except Original Bid Security which are to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

18.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM. The bidder has to submit the “Un-Priced Techno-Commercial” and “Price-Bid” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the “PRICE BID FORMAT” and to be attached as attachment under the Notes & attachment tab. **The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation.**

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

1.0

Select RFX and Auction Tab

RFx and Auctions - Oil India Ltd - SRM QAS Portal - Windows Internet Explorer

http://srmqas.oilindia.in:50100/riportal

File Edit View Favorites Tools Help X Convert Select

RFx and Auctions - Oil India Ltd - SRM QAS Portal

Welcome v202745 WAT-ERTECH ENGINEERS PVT. LTD.
April 01, 2013 3:31:07 PM (IST)

Home RFx and Auctions Overview Service Map

RFx and Auctions

Detailed Navigation

- RFx and Auctions

Services

Create Documents

- External Contact Person

Central Functions

- Display Company Data

Active Queries

eRFXs All (1) Published (4) Ended (0) Completed (0)

eAuctions All (0) Published (0) Ended (0) Completed (0)

eRFXs - All

Hide Quick Criteria Maintenance

Event Number: SK11043P11 To

Event Status:

My RFx Responses From:

Apply Clear

View: [Standard View] Create Response Display Event Display Response Print Preview Refresh Export

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version
SK11043P11	FORMATION DISPOSAL WATER PUMPS NOS	Open - Composite	Published		24.05.2011	60002479	Submitted	2	

Last Refreshed

3.0

2.0

Please enter the IFB No. here & Click Apply Tab

After following the above mentioned steps, the details of the IFB under RFX information will be displayed as shown in the page below.

Display RFX :

Verify Signature of RFX | Print Preview | Close | Request | Export

RFX Number: SDG7155P13 | RFX Name: Old RFX Open Composite Bid 1B0T | RFX Status: Published | RFX Start Date: | Submission Deadline: 12.04.2013 11:00:00 INDIA | Remaining Time: 10 Days 19:25:10

RFX Owner: Mr. Arup Sharma | RFX Version Number: 2 | RFX Version Type: Active Version

RFX Information | Items | Notes and Attachments

RFX Parameters | Questions | Note and Attachments | Conditions

Time Zone: INDIA

Start Date: | 00:00:00

Submission Deadline: 12.04.2013 11:00:00

Opening Date: 12.04.2013 14:00:00

Currency: INR

Price Bid Opening Date: |

Pre-Bid Conference Time: 00:00:00

Pre-Bid Conference Date: |

Last Time of Tender Fee Payment: 11:00:00

Last Date of Tender Fee Payment: 12.04.2013

Last Time to receive PBC queries: 00:00:00

Last Date to receive PBC queries: |

Contact Details: AJS

Contact Details: AJS 1

Earnest Money Deposit - USD: 12,500.00

Earnest Money Deposit - INR: 5,000,000.00

Valuation Type: NON ELIGIBLE FOR NIL DUTY/DEEMED EXPORT

Bank Guarantee: APPLICABLE @10% OF ODR VAL

Integrity Pact: Not Applicable

EMD Validity Period: 12.04.2013

Tender Type: ICB (International Competitive Bidding)

Tender Fee in USD: 1,000.00

Tender Fee in INR: 55,000.00

Price Bid Opening Time: 00:00:00

Partners and Delivery Information

Details | Add | Send E-Mail | Call | Clear

Function	Number	Name	Phone Number
Requester		Ext req trasfer user SERVICE_R3	
Goods Recipient		Ext req trasfer user SERVICE_R3	
Ship-To Address		Assam- Services	2800414
Location		Assam- Services	2800414

NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (CAI), Controller of Certifying Authorities (CCA) of India.

HEAD-CONTRACTS

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INTRODUCTION & CURRENT STATE

1.0 INTRODUCTION

Oil India Limited (“OIL”) proposes to obtain the assistance of a qualified consulting firm for supporting its ERP system SAP ECC 6.0 EHP 6.

2.0 COMPANY BACKGROUND

Oil India Limited (“OIL”) is a premier Indian national oil company engaged in the business of Exploration, Production and Transportation of Crude Oil and Natural Gas.

OIL is one of the 'Navaratna' enterprises, as declared by Govt. of India and possesses well-developed and efficient infrastructure for carrying out its activities.

The Authorized share capital of the Company is Rs. 2000 Crores. The Issued, Subscribed and Paid share capital of the company is Rs. 601.14 Crores. At present, The Government of India, the Promoter of the Company is holding 68.43% of the total Issued & Paid-up Capital of the Company. The balance 31.57% of the Equity capital is held by Public and others including Bodies Corporate, Mutual Funds, Banks, FIIs, Resident Individuals etc. OIL has over 1 lakh sq km of PEL/ML areas for its exploration and production activities, most of it in the Indian North East, which accounts for its entire crude oil production and majority of gas production. Rajasthan is the other producing area of OIL, contributing 10 per cent of its total gas production.

OIL is also carrying out transportation of crude oil produced in North East of India through its integrated cross country pipeline to five refineries in the region. The Company also produces Liquefied Petroleum Gas (LPG) at its LPG recovery plant at Duliajan, Assam.

Additionally, OIL’s exploration activities are spread over onshore areas of Ganga Valley and Mahanadi. OIL also has participating interest in NELP exploration blocks in Mahanadi Offshore, Mumbai Deepwater, Krishna Godavari Deepwater, etc. as well as various overseas projects in Libya, Gabon, USA, Nigeria and Sudan.

The Company has presently operational areas in Assam, Arunachal Pradesh, Western Rajasthan and Orissa in India and having participating interest in various overseas projects such as in Libya, Gabon, Iran, Nigeria, Sudan, Yemen & East Timor.

OIL manages its business with SAP ECC 6.0 EHP 6.0 with the function of the core module and SAP add-on modules.

2.1 SAP Modules in Use

Area	Module
Financial Management	Financial Accounting (FI), Controlling (CO), Asset Management (AM), Joint Venture Accounting, Production Sharing Agreement, Treasury (TR), Audit Information System (AIS);Funds Management; Treasury Management
Logistics	<p>Materials Management (MM), Inventory, Quality Management (QM), Supplier Relationship Management (SRM), Plant Maintenance (PM), Industrial Hygiene & Safety ; Occupational Health, Project Systems (PS), Investment Management (IM), Production Planning, Sales and Distribution (SD), IS Oil Downstream (Silo), Production Revenue Accounting (PRA), Traders & Schedulers Workbench (TSW)</p> <p><i>INTERFACE BETWEEN SILO & TSW It is an interface between SILO (Tank management) and TSW (Trader's & Scheduler's Workbench) modules of SAP R/3 developed specifically by SAP Labs for Oil India limited. This interface primarily addresses the functions of transporting crude oil of different companies (OIL & ONGC) via OIL's pipeline. This interface also helps in tracking of the crude packets through the OIL's pipeline</i></p>
Human Resource	Payroll, Benefits, Compensation Management, Organizational Management, Personnel Management, Time Management, Travel Management, Recruitment, Employee Self Service enabled through Enterprise Portal; Manager's Self Service
3rd Party Add-ons	Optibiz for Forms Tracking, Import & Insurance
Business Intelligence with Business Objects	Management Reporting
SRM 7.02	E-procurement
PI	Process Integration for seamless data exchange
Solution Manager	Support Desk, Change Request Management
QC with TAO	Test Script integration
Reporting Tools	Sap Query, Sap Scripts, Report painter, Report Writer, Adobe Forms

2.2 SAP Hardware Platforms in Use - OIL'S Data Centre

Sl. No	Application	Landscape	Make and Model	OS	Database
1	SAP ERP ECC 6.0 EHP6				
		Production	DB in Superdome2, CI in rx8620. DB/CI in cluster. <u>5 App. servers</u> rx4640: 3 no. rx2620:1 no. Superdome2: 1 no. Test Server : Rx 3600	HP-UX 11.31i	Oracle 11i and Data on SAN
		Quality	Rx7620	HP-UX 11.31i	Oracle 11i and Data on Local HDD
		Development	Rx4640	HP-UX 11.31i	Oracle 11i and Data on SAN
2	BI 7.0				
		Production	DB in Superdome2, CI: rx7620 DB/CI in cluster and App. Server (rx2620) - 2 numbers.	HP-UX 11.31i	Oracle 11i and Data on SAN
		Quality	Rx7620	HP-UX 11.31i	Oracle 11i and Data on Local HDD

		Development	Rx7620	HP-UX 11.31i	Oracle 11i and Data on SAN
3	SRM 7.02				
		Production	DB in Superdome2, CI: rx7620 DB/CI in cluster	HP-UX 11.31i	Oracle 11i and Data on SAN
		Quality	RX4640	HP-UX 11.31i	Oracle 11i and Data on Local HDD
		Development	2 no. development servers (rx4640).	HP-UX 11.31i	Oracle 11i and Data on SAN
		SRM TREX	HP ML370 G4 Intel server	Windows Server 2003	
		Web Dispatcher	HP ML370 G4 Intel server	Windows Server 2003	
5.	EP 7.31				
		Production	Superdome2	HP-UX 11.31i	Oracle 11i and Data on SAN
		Development	RX4640	HP-UX 11.31i	Oracle 11i and Data on local disc and SAN

		Content Server	HP ML370 Intel server G4	Windows Server 2003	SAP DB 7.3 Data on Local HDD
		ContentserverNW	HP ML370 Intel server G4	Windows Server 2003	SAP DB 7.3 Data on Local HDD
		OILEP Webdispatcher	HP ML570 Intel server G3	Windows Server 2003	
7	Solution Manager	Production	Superdome2	HP-UX 11.31i	Oracle 11i and Data on SAN
		Development	Rx2660 Server	HP-UX 11.31i	Oracle 11i Data on local HDD
	SAN Storage	HP XP12000 27 TB (RAW)			
	Tape Library	HP EML 245e , 230 slots, 15 mail slots, 8 Drives (6 Nos of LT03, 2 Nos of LT04) and Robotic Arm, Backup Server and HP Open view Data protector Backup Software			
	QC-TAO		ProLiant BL460c Gen8	Windows Server 2008 R2	Data on local HDD
	BO	Production	ProLiant BL460c Gen8	Windows Server 2008 R2	Data on local HDD.

		Development	ProLiant BL460c Gen8	Windows Server 2008 R2	Data on local HDD
	PI	Production	ProLiant BL460c Gen8	Windows Server 2008 R2	Data on local HDD and SAN
		Development	ProLiant BL460c Gen8	Windows Server 2008 R2	Data on local HDD
	Adobe Document Services	Runs in EP Development and EP Production servers.			
	Backup server	For Server Backup	RX2660	HP-UX 11.31i	
	SAP Router		HP ML370 G4 Intel Server	Windows Server 2003	

OIL's DISASTER RECOVERY DATA CENTRE

The existing system landscape at Disaster Recovery Data Center is broadly given in the following table:

Sl. No	Application	Landscape	Make and Model	OS	Database
1	R3 Enterprise Solution 4.7 extension 2.00				
		Production	DB/CI (rx8620) in cluster and App. Server 4 numbers. rx4640: 3 no rx2620:1 no	HP-UX 11.23i	Oracle 9i and Data on SAN
		Quality	Rx7620	HP-UX 11.23i	Oracle 9i and Data on Local HDD
		Development	Rx4640	HP-UX 11.23i	Oracle 9i and Data on SAN
2	BW 3.5				
		Production	DB/CI (rx7620) in cluster and App. Server (rx2640) - 2 numbers.	HP-UX 11.23i	Oracle 9i and Data on SAN
		Quality	Rx7620	HP-UX 11.23i	Oracle 9i and Data on Local HDD
		Development	Rx7620	HP-UX 11.23i	Oracle 9i and Data on SAN
3	CFM 4.7				

		Production	Rx4640	HP-UX 11.23i	Oracle 9i and Data on SAN
		Quality	Rx4640	HP-UX 11.23i	Oracle 9i and Data on Local HDD
		Development	Rx4640	HP-UX 11.23i	Oracle 9i and Data on SAN
4	SRM 5.0				
		Production	HP ML570 Intel server	Windows 2003	Oracle 10.1.0.4.0 and Data on SAN
		Production LAC	HP ML570 Intel server	Windows 2003	Oracle 10.1.0.4.0 and Data on Local HDD
		Quality	HP ML370 Intel server	Windows 2003	Oracle 10.1.0.4.0 and Data on Local HDD
		Quality LAC	HP ML370 Intel server	Windows 2003	Oracle 10.1.0.4.0 and Data on Local HDD
		Development	HP ML370 Intel server	Windows 2003	Oracle 10.1.0.4.0 and Data on Local HDD

		Development LAC	HP ML370 Intel server	Windows 2003	Oracle 10.1.0.4.0 and Data on Local HDD
		SRM TREX	HP ML370 Intel server	Windows 2003	
		Web Dispatcher	HP ML370 Intel server	Windows 2003	
		Web Dispatcher LAC	HP ML370 Intel server	Windows 2003	
5.	EP 6.0				
		Production	HP ML570 Intel server	Windows 2003	Oracle 9i and Data on Local HDD
		Development	HP ML370 Intel server	Windows 2003	Oracle 9i and Data on Local HDD
		Content Server	HP ML370 Intel server	Windows 2003	SAP DB 7.3 Data on Local HDD
6.	ITS		HP ML570 Intel server	Windows 2003	
7	Solution Manager	Production	Rx2660 Server	HP-UX 11.23i	Oracle 10.2

		Development	Rx2660 Server	HP-UX 11.23i	Oracle 10.2
8.	SAN Storage	HP XP12000 15 TB			
9.	Tape Library	HP EML 245e , 230 slots, 6 Drives and Robotic Arm, Backup Server and HP Open view Data protector Backup Software			
10.	SAP Router				

3.2 Technical Releases/Statistics of R/3 Production

Item	Release/Statistic
Current SAP Version	SAP ECC 6.0 EHP 6.0
Current Basis Release	620
Current Kernel	640 Patch Level
Current RBDMS Vendor	Oracle
Current RBDMS Version	11.2.0.2.0
Current Hardware Platform	HP
Current Operating System	HP- UX 11.23 Release 2005
Number of SAP R/3 System in landscape	DB+CI in failover cluster, 4 application server
Size of production SAP Database	500 GB
Existing growth of the Production Database	Avg. 6GB /month
Named Users	1683 (R/3) + 1791 (EP)
Number of Interfaces	73
Number of Sap Script	169 - Z development, 132 - Modified
Number of Smart Forms	302
Z Versions of Sap Transactions	746 (Z transactions)
Modified SAP Code	249
User Exits	61
Report Painter/Writer	Nil

3.3 Application Statistics

Item	Statistic
Industry Solution	IS - OIL
Number of Company Codes	TWO
Number of Plants	62
Payroll period	Monthly

[illegible]

INSTRUCTION TO BIDDERS

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

2.0 BIDDING DOCUMENTS

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

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-(**Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- h) Integrity Pact
- i) Price Bid Format
- j) BRC/BEC
- k) (**Proforma & Annexures**).

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding 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 offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING 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 Bidding Documents by the issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal .

6.0 BID FORM(Renamed as Proposal Covering Letter):

6.1 The bidder shall complete the Bid Form(Proposal Covering letter) and the appropriate Price Schedule furnished as attachment in the e-portal.

7.0 BID PRICE:

7.1 Prices must be quoted by the bidders in figures.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under

the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid

Edit RFX Response:

Submit | Read Only | Print Preview | Check Technical RFX Response | Close | Save | Delete | Verify signature | Sign Response

RFX Response Number: 60015122 RFX Number: 577 Status: Saved Submission Deadline: 06.03.2013 00:00:00 INDIA Opening Date: 06.03.2013 00:00:00 INDIA Remaining Time: 0 Days 03:19:10
 RFX Owner: WSRM_SUNIT Total Value: 0.00 INR RFX Response Version Number: Active Version RFX Version Number: 2

Notes and Attachments

Question	Reply	Comment
exclusiveTest:		yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:		yes
INDICATED IAC IS INCLUDED IN THE FOB PRICE:		yes
FIRM OCEAN FREIGHT: * <input checked="" type="radio"/> Yes <input type="radio"/> No		test
HAVE YOU MENTIONED THE TPI CHARGE: * <input type="radio"/> Yes <input checked="" type="radio"/> No		test
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: * <input type="radio"/> Yes <input checked="" type="radio"/> No		test
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:		yes
HANDLING CHARGE INCASE OF INDIAN BIDDER: 2000		test
HAVE YOU SUBMITTED THE SAMPLE:		no
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BRC (COMMERCIAL): * <input checked="" type="radio"/> Yes <input type="radio"/> No		
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: * <input checked="" type="radio"/> Yes <input type="radio"/> No		

Next Screen on clicking Notes & attachment Tab and to edit mode

Bidders can insert comments here

RFx and Auctions - Oil India Ltd e-Procurement System - Microsoft Internet Explorer

RFx and Auctions | History | Back | Forward

Display RFx/Response:

Edit | Print/Preview | Check | Close | Verify signature of Response | SignResponse

RFx Response Number: 60006427 RFx Number: Status: Saved Submission Deadline: 28.03.2013 11:00:00 INDIA
Opening Date: 07.03.2009 14:00:00 INDIA Remaining Time: 2 Days 01:41:02 RFx Owner: Total Value: 0.00 INR
RFx Response Version Number: Active Version RFx Version Number: 6

RFx Information | Items | **Notes and Attachments** | Summary | Tracking

Notes

Add | Clear Filter Settings

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile Filter Settings

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT	1		<input type="checkbox"/>	xls	32		03.03.2013

Create | Assign | Delete

Collaboration Room	Created on

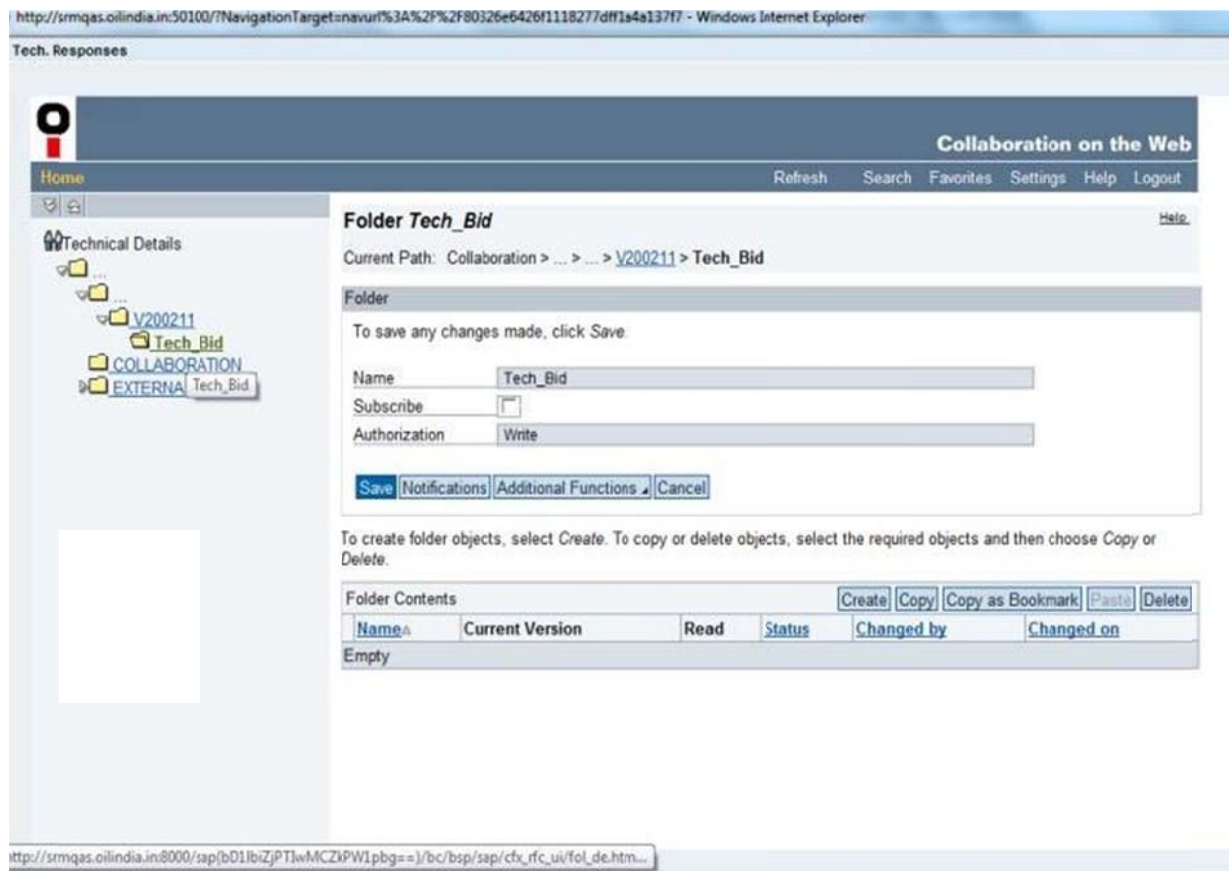
1 2

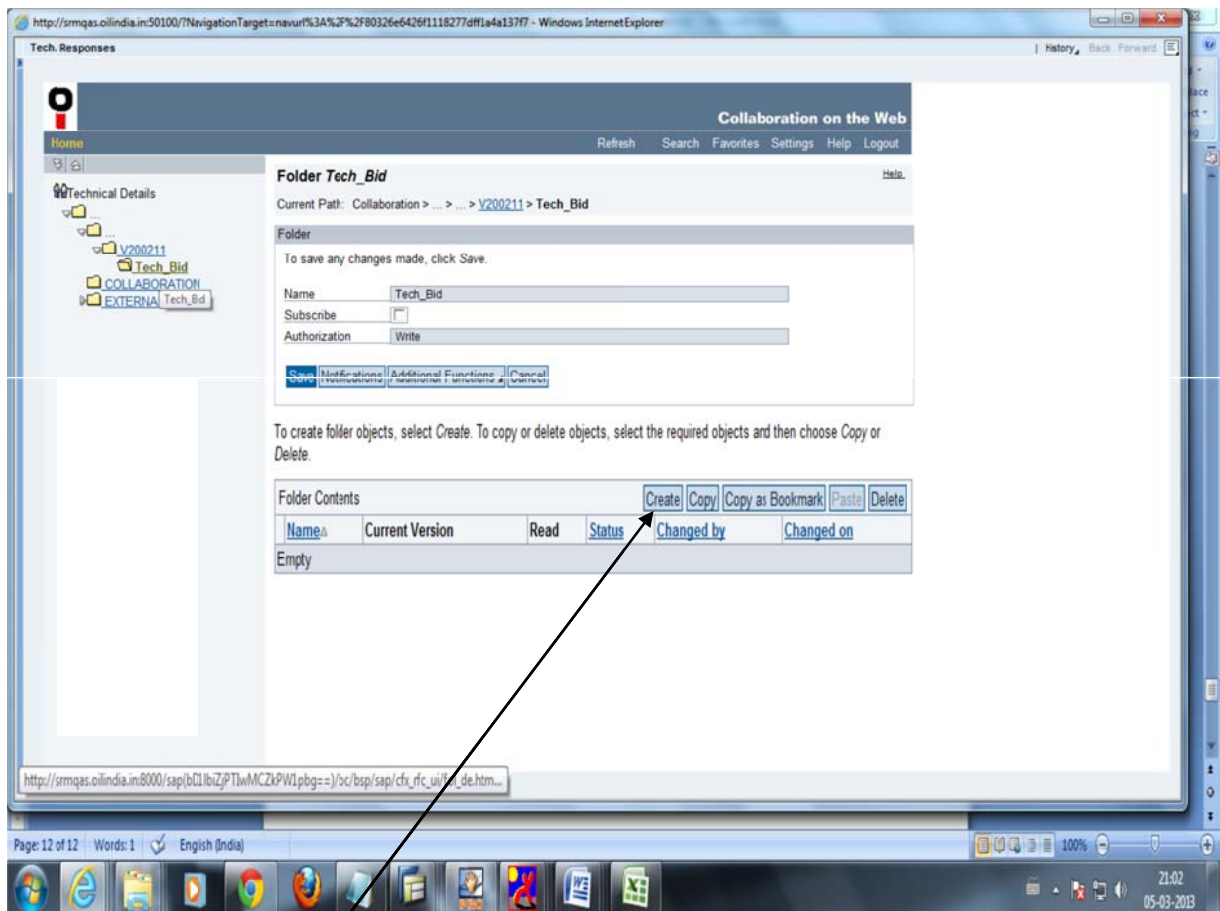
Price Bid Format to be attached here after digitally signing the attachment

Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on [Technical Rfx Response](#) , at the top of the Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window(Screen shot Below)





Click on button **Create** to create and upload new document.

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

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). 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.

10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

11.1 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 [e commerce application (Certificate with personal verification and Organisation Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

11.2 Any person signing the Bid or any other document in respect of this

Bid 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.

11.2 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.4 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to 11.00 AM(IST)(Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

13.1 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. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

14.4 No bid may 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.

15.0 EXTENSION OF BID SUBMISSION DATE :

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

16.0 BID OPENING AND EVALUATION:

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-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 date, only Technical RfX will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RfX** Tab Page only and no price should be mentioned anywhere under the **Technical RfX**.

16.2 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.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 To assist in the examination, evaluation and comparison of bids, 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 at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding 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. OIL's determination of

bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

17.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

17.3 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.

18.0 CONTACTING THE COMPANY:

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL 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 OIL vide sub-clause 16.6.

18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 AWARD CRITERIA:

19.1 OIL 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.

20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

20.1 OIL 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 OIL's action.

21.0 NOTIFICATION OF AWARD:

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

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

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award 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.

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 to be executed under this contract.

26.0 MOBILIZATION / ADVANCE PAYMENT:

&&&&&&&&&&&& END OF ITB &&&&&&&&&&&&

SECTION - I

BID EVALUATION / BID REJECTION CRITERIA

AA. BID REJECTION CRITERIA (BRC)

I) The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the tender. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL

1.1.1 Service Provider must have experience of implementing / providing Consulting support services in SAP ERP version ECC 6.0 in the special areas A1 to A6 as mentioned Annexure I. Service Provider has to provide necessary document (copy of customer order / agreement) and completion certificate in support of this.

1.1.2 Service provider must have experience in at least 10 out of 21 areas as identified under Sl No A7-A25 of Annexure I. To support this, Service Provider has to provide copy of customer order / agreement or Customer certificate in Proforma VII from client.

1.1.3 For rest of the areas under Sl No A7-A25 of Annexure I; where the supporting document does not explicitly indicate experience in the identified areas, Service Provider must furnish a declaration in Proforma VIII for providing Consulting support services.

1.1.4 Bidders should have an average financial turnover for last 03 years as on 31st March 2013 of ₹ 32,91,000.00. Bidders to submit Audited Profit and loss account for last 03 years as on 31st March 2013

1.2 Service Providers must furnish all the technical details as sought in the RFP & Proforma I, III, IV, VI, VII & VIII (Attached) otherwise offer will be

treated as non responsive and will be rejected. The Details of Annexures & Proforma is given below :

Items	Description
Proforma I	Proforma Contract Form
Proforma III	Proforma Deviations / Exclusion Schedule
Proforma IV	Proforma of Proposal Covering Letter
Proforma VI	Integrity Pact
Proforma VII	Declaration from Client – Customer Certificate
Proforma VIII	Undertaking from Service Provider
Annexure I	List of Areas – BEC / BRC
Annexure II	Experience Details
Annexure III	Work Plan
Annexure IV	Schedule of Rates

BB) COMMERCIAL

- 1.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The Service Providers are required to submit both the “TECHNICAL” and “COMMERCIAL” bids through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Please ensure that Technical Bid / all technical related documents related to the tender are to be uploaded in the c-Folder link (collaboration link) under Un-priced Bid Tab Page only. Please note that no price details should be uploaded at c-Folder link (collaboration link) under Un-priced Bid Tab Page. Offer not complying with above submission procedure will be rejected.
2. Price quoted as per Annexure IV by the successful Service Provider must be firm during the entire period of the contract and not subject to variation on any account.
3. Bid security shall be furnished as a part of Techno-Commercial Bid. The amount of bid security should be as specified in the Forwarding

- letter. Any bid not accompanied by a proper bid security in Original will be rejected.
4. The bid documents are not transferable. Bids submitted by parties other than those who have been issued the Bid Documents from the Company, will be rejected.
 5. Service Providers shall quote directly and not through their agents in India. Offers made by agents on behalf of their principals will be rejected. Service Providers may however quote through their Indian subsidiaries. Service Providers must provide the evidence of principal subsidiary relationship as part of the bid.
 6. Any bid received in the form of Telex/Cable/Fax/email will not be accepted
 7. Any bid containing false statement(s) will be rejected.
 8. Service Provider must accept and comply with the following clauses as given in the bidding document in toto failing which offer will be rejected –
 - a) Performance Guarantee Bond clause (Instruction to Service Providers , para 18.0)
 - b) Force Majeure clause. (Section III, para 10.0)
 - c) Tax liabilities clause. (Section III, para 7.0)
 - d) Arbitration Clause (Section III, para 22.0)
 - e) Acceptance of Jurisdiction and Applicable Law (Section III, Para 19.0)
 - f) Liquidated damage cum penalty clause (Section III, para 26.0)
 - g) Validity of the Bid (Instruction To Service Providers Para 10.0)
 9. The Company reserves the right to cancel/withdraw the tender without assigning any reason to the Service Providers.
 10. To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the Service Provider for clarifications in respect of clauses covered under BEC/BRC and such clarifications must be received on or before the deadline given by OIL failing which the offer will be rejected.
 11. If any of the clauses in the BRC contradict with other clauses of the NIT elsewhere, then the clause in the BRC will prevail

CC) BID EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria set out in this section.

4.1.1 The Technical Bids will be evaluated to ascertain the capability of the Service Provider to take up the job for supporting & configuring new / existing business functionality of OIL. Therefore, the Service Providers need to respond to the All the data sheets as set out vide Annexure & Proformas against each of the line items. The documentary evidences where sought must be furnished.

4.1.3 Commercial Evaluation:

DD) GENERAL

- &&&&& END OF BRC/BEC &&&&&

SECTION II

SCOPE OF WORK

1.0 SCOPE OF WORK

To support OIL's growing business needs and to meet its current productivity and revenue goals, OIL is contemplating to use the functionality of SAP to the greatest possible extent and as per the best business practices. OIL is therefore looking forward for a back up support for its ERP core team from an external support agency for system improvement / process improvement as well as resolution of consulting issues.

1.1 Support Activities

The scope of this support is to obtain consulting services in technical as well as Functional areas. The support service shall include resolution of any consulting issues escalated by the central ERP core team. OIL would also like to engage consulting resources for implementing new functionalities of SAP, system improvisation, system modification activities. During its upgrade work from 4.7 version to ECC 6.0 OIL has implemented a host of new functionalities specially in the areas of E-procurement, Manager & Employee Self services, new GL, Business Intelligence, Business Objects, Process Integration and Business Planning & Consolidation. OIL envisages additional improvement work in these areas. On site Consulting effort of minimum 300 (Three Hundred) mandays shall be utilized for implementation of planned activities.

Similarly to take care of unforeseen activities service provider shall deploy adequate consulting resources against the implemented functionalities and areas as indicated in **Introduction & Current State**.

There shall be mainly two modes of consultant deployment; On site on call and Remote / offsite. The deployment mode along with approval of work plan has to be obtained as mentioned in Para 7.0 section Special Terms and conditions.

The service provider shall assist OIL's core team in taking up the major activities required in various modules that would require configuration changes, enhancements, application of business functions, development of report as well as any other requirements that may be required to achieve the same. The activities would be planned in advance and intimated to the service provider 15 days in advance.

1.2 Responsibilities

The division of responsibilities between OIL & Service Provider shall be broadly as under

Description of requirement	OIL	Service Provider	
----------------------------	-----	------------------	--

Planned activities - Technical & Functional Module	Specify Requirement – Scope clarity Provide Remote Access Propose Basic solution Test The Solution Acceptance	Propose Detailed solution (Functional Specs & Technical Specs) Realization of the proposed solution Implement the solution Documentation and Knowledge Transfer	
Unplanned activities – Technical & Functional Module	Report the call Provide Remote Access Test & Acceptance Solution	Propose Detailed solution Realisation of the proposed solution Implement the solution Documentation and Knowledge Transfer	

Before taking up any of the activities, OIL and the service provider shall mutually agree the following

- Clarity in scope
- Time schedule of delivery
- Quantum of consulting mandays
- The nature of consulting resources
- Mode of deployment

1.3 Services In General

The Service Provider shall provide consulting services to assist OIL in accomplishing planned and unplanned scope of work within the required schedule of delivery. The Service Provider must provide sufficient expertise to maintain targeted completion date. A module wise list of implemented functionalities is furnished in Para 2.1 Introduction and Current state.

These services shall include, but shall not be limited to:

- *Business Process review and revision* – Service Provider will facilitate the business process review and provide ECC6.0 expertise in the functional areas.
- *Configuration changes, if needed* -- The Service Provider will configure and test and work with OIL's core team to process & effect the changes.
- *Interface Assessment and Modification* – Service Provider will be responsible for ensuring that interfaces - including those to existing bolt-on applications - still work after carrying out changes.
- *Enhancements* – Service Provider will be responsible for transporting, modifying if need be, testing and ensuring that the code works successfully.

- *Quality assurance.* Service Provider will be responsible for ensuring that end-to-end business processes continue to operate without disruption or loss of functionality.
- *Testing methodology,* including performance, regression and stress testing, to include interoperability testing with SRM, BW, CFM and Enterprise Portals. Extensive testing has to be done in tandem with the development work and all the test results need to be documented and delivered to OIL.
- *Functional Consulting* – Service Provider will provide dedicated Functional Consultants for each module & will work closely with existing OIL Functional Core Team members. Service Provider will also provide assistance to resolve any functional problem that may arise during patch upgrade / application of notes
- New Functionality – Service Provider shall successfully implement all the identified / agreed functionality
- Adobe Interactive Forms – Implement functionalities as per OIL’s requirement
- Workflow – Implement functionalities as per OIL’s requirement
- Portal Enhancements: - Service Provider to provide complete technical support needed to convert customizations and to enhance the capability of Enterprise Portal.

2.0 APPROACH

The Service Provider will have a significant role in the support services, from planning through delivery. OIL ERP core team is committed to working with the Service Provider with active participation and a full team of technical and cross-functional user personnel. The Service Provider shall follow the proven SAP ASAP methodology, which may be augmented by the consultant’s own methodology:

- Project Preparation
- Blueprinting review and revision
- Realization
- Final Preparation
- Go-Live and Support

3.0 ASSUMPTIONS

- OIL anticipates 04 (four) months processing time to issue LOI from the date of Bid opening
- Consultants of service provider are expected to work on site at OIL’s Field HQ Duliajan.
- Some of the work may be possible to be addressed from remote. OIL shall give consent before a work is taken up and delivered by accessing the system from remote. Nature of deployment I,e onsite or remote shall be as agreed upon in the work plan.

4.0 DEPLOYMENT OF CONSULTANTS

OIL would associate its ERP core team members during the entire duration of the contract. They would assist the consultants of Service Provider for process support.

The specific team of professionals assigned to OIL is critical to its success. The proposed team should therefore reflect the levels of experience and technical/functional expertise required to successfully complete the identified scope of work. Experience of consultants deployed for this project shall be furnished as per the template given in Annexure II

OIL reserves the right to approve / reject a consulting team member. Service Provider may propose subcontracted resources, but OIL must be aware of and approve the services being sourced via such resources.

OIL expects Service Provider's resources to be available during the entire duration of contract.

The proposal should clearly identify the recommended roles or types of resources proposed to be deployed by the Service Provider team members (i.e.: project manager, functional consultant, , etc.), including detailed profiles. For each resource role, the Resource Matrix should indicate the functional and technical areas, the number of consultants, and the number of OIL-provided resources by time period.

The primary work facility shall be at the OIL's office at Duliajan Field HQ.

PROJECT MANAGEMENT

OIL expects the Service Provider to play a lead role in the management of the contract. A Project Manager shall be designated who shall be the single nodal person for communication of all matters related to this project. Oil shall communicate to Project Manager from time to time regarding deployment of consulting resources. Project Manager shall take take responsibility for a variety of tasks, including

1. Development and maintenance of detailed work plans
2. Fundamental Project Management methodology, project planning and tools.
3. Preparation of resource estimates and on-going monitoring of the actual elapsed time and expended resources against those estimates
4. Preparation of regular status reports to OIL on the progress and issues of the project
5. The work delivery has to be strictly managed through Solution Manager. SAP's Solution Manager will be used wherever applicable, by agreement between the Service Provider and Oil India Limited for, documentation, implementation, Change Request, completion, Testing, progress monitoring & final acceptance of this project. Documentation related to configuration changes shall be maintained.

***** END OF SCOPE OF WORK *****

SECTION-I

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

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

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

- 2.0 **EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**
- 2.1 **EFFECTIVE DATE:** The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.
- 2.2 **MOBILISATION TIME:** The mobilization of Contractor's personnel deployed for the service shall have to be completed within 30(Thirty) days from the Effective Date of the Contract
- 2.3 **DATE OF COMMENCEMENT OF CONTRACT:** The date on which the mobilization is completed in all respects is treated as date of Commencement of Contract.
- 2.4 **DURATION OF CONTRACT:** The contract shall be for a period of 12(Months) from the commencement date.
- 3.0 **GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:
- 3.1 Perform the work described in the Terms of Reference (Section II) in most economic and cost effective manner.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- 4.0 **GENERAL OBLIGATIONS OF THE COMPANY:** Company shall, in accordance with and subject to the terms and conditions of this contract:
- 4.1 Pay Contractor in accordance with terms and conditions of the contract.

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

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

5.0 **PERSONNEL TO BE DEPLOYED BY CONTRACTOR**

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

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

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

6.0 **WARRANTY AND REMEDY OF DEFECTS**

6.1 Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with the 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 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 which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- (a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
 - (b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
 - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
 - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
 - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;

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

8.0 **TAXES:**

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

9.0 **INSURANCE:**

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- 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).
 - 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.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

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

10.0 **CHANGES:**

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

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

11.0 **FORCE MAJEURE:**

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

- 11.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.
- 12.0 **TERMINATION:**
- 12.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract.
- 12.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.
- 12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.
- 12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.
- 12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.
- 12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its 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.

12.7 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 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract upto the date of termination.

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

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

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

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

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

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

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

Claim amount (excluding claim for	Number of Arbitrator	Appointing Authority
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interest and counter claim, if any)		
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.

13.2 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, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

14.0 NOTICES:

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

Company

a) **For contractual matters**

Head (Contracts)

OIL INDIA LIMITED

PO DULIAJAN - 786602

ASSAM, INDIA

Fax No. 91-374-2803549

Email: contracts@oilindia.in

b) **For technical matters**

HEAD ERP

OIL INDIA LIMITED

PO Duliajan - 786602,

Assam, India

Fax No. 91-374-2804905

Email:

ashokdutta@oilindia.in

arsengupta@oilindia.in

c) **Contractor**

Fax No. :

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

15.0 SUBCONTRACTING/ASSIGNMENT:

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

16.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

17.0 **LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:**

17.1 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% of 1st year contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5%. Liquidated Damages will be reckoned from the date after expiry of the scheduled mobilisation period till the date of commencement of Contract as defined in Clause No. 2.0 of Section - I.

17.2 If the Contractor fails to mobilise within 15 weeks after the stipulated date, then the Company reserves the right to cancel the Contract without any compensation whatsoever.

17.3 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.

18.0 **PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No.

_____ dated _____ issued by _____
_____ for _____ (being 7.5 % of estimated
Contract Price for 1st year) valid till _____ towards performance
security. The performance security shall be payable to Company as
compensation for any loss resulting from Contractor's failure to fulfill
their obligations under the Contract. In the event of extension of the
Contract period, the validity of the bank guarantee shall be suitably
extended by the Contractor. The bank guarantee will be discharged by
Company not later than 30 days following its expiry.

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

21.0 **LIABILITY:**

- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

22.0 **INDEMNITY AGREEMENT:**

- 22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/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.
- 22.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/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.
- 23.0 **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.
- 24.0 **PAYMENTS, MANNER OF PAYMENT, RATES OF PAYMENT, SET-OFF:**
- 24.1 Company shall pay to the Contractor during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from company unless specifically provided for in the Contract.
- 24.2 Payment shall be released against completion of deliverables as agreed in the work plan. Contractor shall immediately after completion of deliverables of work plan submit a completion report, for certification by the Company's Representative. Certified job completion report is to accompany the invoices / bills submitted after completion of a deliverable indicated in the work plan. Payment against each deliverable shall be based on the mutually agreed time line indicated in the work plan. No other payment shall be made other than agreed in the work plan. OIL and Contractor would finalise the various work plans during the entire duration of the contract. Deliverables that require longer duration to complete part invoices may be raised by the

service provider. In such cases payment may be made as per actual attendance for part delivery / part completion.

All bills / invoices with deliverable completion reports shall be submitted in three copies to the representative of the Company. The bills shall be supported by all other necessary documents like signoff job completion/progress report/time sheets (whichever is applicable) without which the bills / invoices will not be considered for payment.

- 24.3 Manner of Payment: All payments due by company to Contractor hereunder shall be made at Contractor's designated bank. Bank charges, if any will be on account of the Contractor.
- 24.4 Payment of any invoices shall not prejudice the right of company to question the validity of any charges therein, provided company within one year after the date of payment shall make and deliver to contractor written notice of objection to any item or items the validity of which Company questions.
- 24.5 Invoices shall be processed on monthly basis and only on acceptance & sign-off. If a deliverable is completed before the time frame indicated in the work plan, payment shall be made as per actual mandays utilized.
- 24.6 Invoice for reimbursable charges(If any) related to the contract will be accompanied by documents supporting the cost incurred.
- 24.7 Contractor will submit six sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the company for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the Contractor for foreign currency and Indian currency.
- 24.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by Company.
- 24.9 Company shall within 30 days of receipt of the invoice notify the contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the company's right to question the validity of the payment at a later date as envisaged in Clause 25.6 above.
- 24.10 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in any other billing, the payment of which may then or thereafter be due.
- 24.11 Contractor shall maintain complete and correct records of all information on which contractor's invoice are based upto 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

- 24.12 Any audit conducted by Company of Service provider's records, as provided herein, shall be limited to company's verification (i) of the accuracy of all charges made by Service provider to Company and (ii) that Service provider is otherwise in compliance with the terms and conditions of the agreement.
- 24.13 Deduction against non performance shall be applicable as set out in Section IV Special Terms & Conditions para 4.0.
- 24.12 **SET-OFF:** Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).
- 25.0 **WITHHOLDING:** Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-
- a) For non-completion of jobs assigned as per Section-II.
 - b) Contractor's indebtedness arising out of execution of this Contract.
 - c) Defective work not remedied by Contractor.
 - d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
 - e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
 - f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
 - g) Damage to another Contractor of Company.
 - h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
 - i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the

amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

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

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

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

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

26.0 APPLICABLE LAW:

- 26.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Dibrugarh/Guwahati.
- 26.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:
 - a) The Mines Act 1952- as applicable to safety and employment conditions
 - b) The Minimum Wages Act, 1948
 - c) The Oil Mines Regulations, 1984
 - d) The Workmen's Compensation Act, 1923
 - e) The Payment of Wages Act, 1963
 - f) The Payment of Bonus Act, 1965
 - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
 - h) The Employees Pension Scheme, 1995

- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar Tax Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Assam, West Bengal and Bihar Entry Tax Act

- 27.0 **RECORDS, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.
- 28.0 **SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.
- 29.0 **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.
- 30.0 **LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and / or criminal acts,

SECTION IV

SPECIAL TERMS AND CONDITIONS OF CONTRACT

DEFINITIONS:

- (a) “Standard Software” means system and general purpose Software. System Software includes the operating system, communications system and network management and utility software. General purpose Software includes word processing, spreadsheet, and generic database management and application development software.
- (b) “Application Software” means business or technical Software, either packaged or custom-developed using Standard Software, formulated to interface with the users for on-line transaction processing and data processing system.
- (c) “Custom Software” means either Standard or Application Software, developed by the supplier under the Contract, including customizations made to the packaged Software.
- (d) “ERP” means an Enterprise Resource Planning – which shall be packaged application software solutions procured by company from M/s SAP India Pvt. Ltd. to automate the back office processes. The ERP includes allied software utility applications such as application server, database server, web server, terminal servers and client end applications
- (e) “Implementation Support Service” means the services rendered by the Service provider in accordance with scope of work as detailed in Section II of this document.
- (f) “Source Code” means the database structures, data dictionaries, definitions, program source files and any other representations necessary for the compilation, execution and subsequent maintenance of the Custom and/or Application Software.
- (g) “Project Sites” means the place or places named in the Scope of Bid for delivery and installation of the Systems including the offices of the purchasers, offices of their affiliates/associates, offices and project sites of fully or partially owned properties in India or worldwide, project sites/properties owned or managed by the purchasers.
- (h) “Solution” means a combination of one or more application software including ERP application, custom software and standard software when installed and configured to deliver the on-line transaction processing and data processing capability as desired by the purchaser with any modifications to the functionality as agreed by the purchaser.
- (i) Year means the timeframe reckoned from the date of issue of Work order.

1.0 ASSOCIATION OF COMPANY’S PERSONNEL AND PROJECT GOVERNANCE:

- 1.1 Company shall depute one or more than one representative (s) / manager (s) to act on its behalf for overall co-ordination and operational management of the work and shall be notified by the Company in writing. He shall liaise with the Service Provider and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Service Provider and to ensure compliance of provisions of the contract.
- 1.2 Company shall have following personnel who will be available to assist the Service Provider during the terms of the contract.

MODULES	NO. OF OIL's PERSONNEL
1. MM /SRM	1
2. FICO	1
3. PS	2
4. HR	2
5. PM	2
6. SD/ IS-OIL	3
7. BASIS	2
8. ABAP	1
9. BI/BO	1

The team members shall facilitate:

- Information on business operations and final requirements of the divisions or business areas.
 - Decisions and procedural issues affecting their functional areas.
 - Assisting the Service Provider to understand data standards/ structure to carry out Data migration.
- 1.3 OIL already has a full fledged technical support team for Basis and ABAP activities. Therefore activities related to system administration and ABAP shall be managed by OIL's available resources. However, Service provider shall suggest the requirements that are to be carried out while delivering a new functionality. In case OIL fails to provide adequate technical resources in time, the Service provider shall arrange to deploy such resources.
- 1.4 In addition, the company personnel deployed on full/part time basis shall perform the roles assigned to them by the project management. OIL shall form a steering committee and identify business system owners & Provide business and Technical support during the critical blueprinting and configuration phases. OIL anticipates that up to 12 Functional team Members & 02 technical Team members will be available during the terms of the contract..
- 1.5 OIL shall have free access to all the documentation of the Service Provider during operations as well as idle time for the purpose of observing / inspecting the

operations performed by the Service Provider in order to judge whether, in Company's opinion, the Service Provider is complying with the provisions of the contract.

1.6 The Service Provider shall identify a Project Manager to work on the project. The project manager shall be responsible for the day-to-day operations, planning and monitoring of the project activities and schedule, deliverables, coordination with the Company's through its representative or such third parties (item 1.4 above). The Service Provider's Project Manager shall ensure full support of himself and other project team members to the Company and third party personnel employed by the Company.

1.7 The Service Provider shall also nominate a senior executive as Overall In charge of the Support Programme on behalf of Service Provider on need basis. Such person shall;

Serve as the executive point of contact for the Service Provider with respect to project. The unresolved project issues will be escalated to his level for final resolution.

Monitor the progress of work associated with the scope of the contract

Help resolve project risks and issues and he should be sufficiently empowered to take decisions in this respect.

2.0 PROVISION OF PERSONNEL AND FACILITIES

2.1 The Service Provider will provide competent, qualified and adequately experienced personnel for carrying out technical discussions, installation and support etc.

2.1 Personnel provided by the Service Provider must observe all confidentiality, safety, security and statutory norms applicable to the Company. Their performance must be to the satisfaction of the Company and the Service Provider must be willing and ready to replace at their own expenses, any of their personnel who is not found suitable by the Company.

2.2 The team of specialists and other staff who are required for rendering services mentioned in the scope of the contract would **at least** have the experience of implementing the desired functionality as given below

POSITION	PROFILE OF RESOURCES
Project In-charge	Minimum 3 ERP implementation cycles with at least one as a Project Manager in Oil & Gas Industry is desirable.. 07 Years experience in SAP environment.
Functional Leads/ consultants	Minimum 2 ERP implémentation expérience. At least one of these in Oil & Gas upstream Industry is desirable
Functional/ Technical Consultants for new functionalities	Consultants should have implementation experience in fields of SRM PPS, PI, B2B, Enterprise Portal, Fund Management, BPC with Financial Closing Cockpit, Workflow , BI & BO.

The Specialists will be adequately competent to coordinate with Company and other external agencies for successful job execution.

- 2.3 The above list of key personnel indicates the minimum requirement. The Service Provider will need to make provisions for additional manpower that may be required rendering services mentioned in the scope of the Contract of their own to meet the delivery schedule. The detailed bio-data of the personnel proposed to be deployed against special areas and other personnel planned to be deployed must be submitted with the bids. Bio-data of the personnel may be provided in the format provided ([Annexure II](#))
- 2.4 All the personnel deployed should be fluent in English language. The Service Provider shall propose sufficient number of personnel with experience in the E & P upstream industry.
- 2.5 The Service Provider shall be responsible for and shall provide for all requirements of his personnel, and other third party Partner(s), if any. These provisions will include but not be limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payments, all immigration requirements and taxes, if any, payable in India or outside at no extra charges to the Company.
- 2.6 For on site on call support services, OIL shall reimburse the cost of domestic air fare towards travel of the consultants and shall conform strictly to the approved work plan as indicated in para 7.0.
- 2.7 Consultants deployed for longer duration would be allowed to travel to their base locations and shall conform strictly to the approved work plan. while consultants who are engaged for less than 4 weeks would travel only on need basis.
- 2.8 The Service Provider's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.
- 2.9 The Service Provider should indicate availability of Project Managers who shall be the nodal point of contact. Functional & Technical Lead Consultants each with requisite experience at the Service Provider's disposal are to be earmarked for this project as on the due date for bid submission.
- 2.10 Service Provider may engage consultants from the resource of its certified Service Provider having requisite work experiences as called for under the contract for implementation of the functionalities. Even if consultants from Partners are engaged, Service Provider will have to take the full responsibility of the implementation work which will have to be completed satisfactorily & timely as per terms of the contract. The number, roles & responsibility of the Service Provider's own consultants and

those of their partner organizations, and the modules for which they will be engaged will have to be clearly spelt out by the Service Provider in their bid.

3.0 OUTSTATION AND LOCAL TRAVEL, BOARDING AND LODGING EXPENSES

- 3.1 The Service Provider shall be responsible for all outstation related travel, local conveyance, boarding & lodging arrangements and costs in connection with the support services that are delivered from offsite / remote.
- 3.2 OIL shall provide accommodation facilities and local conveyance for the consultants who are deployed at Duliajan or any other offices of OIL..

4.0 DEDUCTION AGAINST NON PERFORMANCE

- 4.1 For default in timely completion of work or default in timely mobilizing resources as per work plan non performance deduction shall be applicable. Non performance deduction shall be calculated at the end of each quarter on the basis of the sign offs during the quarter and shall be adjusted with the incoming invoices. Non performance deduction shall be calculated as per the prescribed formula detailed below.
- 4.2 Call Rate = Payment payable as per each work plan & according to Annexure IV – Price Schedule/10
- 4.2.1 Work delivered after 5th Day and within 15th day: If a delivery remains pending after 5th working Day and is resolved within 15th working day (including 15th Day) a non performance deduction of 20% of call rate shall be deducted.
- 4.2.3 Work delivered after 15th Day and within 30th day : If a delivery remains pending after 15th working Day and is resolved within 30th working day (including 30th Day) a non performance deduction of 50% of call rate shall be deducted.
- 4.2.4 Work Pending after 30th Day : If a delivery remains pending after 30th day , such work shall be assumed to be incomplete and a non performance deduction of 100% of call rate shall be deducted. Such work shall be recorded as a **Default Case**.
- 4.2.5 If five (05) such Default Cases are recorded, Liquidated damages shall be applicable as set in para 5.0 OIL shall communicate to the service provider in writing for each default in delivery.
- 4.2.6 Failure to submit work plan / failure to mobilize resources shall also be reckoned as a default case.
- 4.2.7 Any delay due to reasons attributable to OIL, shall be considered and in such cases deduction against non performance shall not be applicable. OIL's assessment of the performance and non performance shall be final and binding.

5.0 Working Hours:

- 5.1 OIL normal working hours are from 07:00 AM to 11:00 AM & 12:30 PM to 03:30 PM from Monday to Friday and on Saturday from 07:00 AM to 11:00 AM. However on need basis Sundays and Holidays may be considered as working Days. Normal place of work is at OIL's Field HQ at Duliajan, Assam

6.0 Work Plan

- 6.1 As indicated in Price Schedule Annexure – IV, services shall be obtained under Support for technical & Functional modules. There shall be two modes of deployment of consultants; onsite on call and offsite Remote. The decision whether a support job shall be delivered at site or from offsite / remote will be entirely at the discretion of OIL. To take care of the **planned activities**, OIL shall communicate in writing to the service provider the baseline requirement. The date of first communicating the requirement shall be treated as date of reporting of a call. Once such a call is reported, the service provider must furnish a detailed work plan as per format attached in **Annexure III**. It is expected that lead time to mobilize identified resources for delivery of the planned activities shall strictly conform to the response to the format. The entire work of freezing the requirement, submission of detailed work plan along with consultant's profile shall be completed within 15 (fifteen) days from the date of reporting of call. On getting approval of work plan from OIL, service provider shall mobilize, maximum within 15 days, approved consultants to site and delivery of all subsequent work shall strictly conform to this plan. Failure to mobilize resources as per workplan shall attract Deduction against Non performance as set in para 4.0 of this section. No consultant shall be deployed without obtaining approval of work plan.

For unplanned activities similar process shall be followed with the lead time to attend such calls shall not be more than 30 days. However, for all practical purposes, OIL would endeavor to communicate service provider well in advance the requirement of consulting resources.

7.0 IPRs AND LICENSING

- 7.1 The (Intellectual Property Rights) IPRs with respect to the application design and copyrights shall vest with the respective owners. Company shall exploit these as a normal end-user. The end-use shall imply use of the application by Company at their office/s, office/s of their sister companies, subsidiaries, business associates, Exploration and Mining leases owned/co-owned/operated/managed by Company in normal course of business. The licenses shall be transferable, at the discretion of Company, among the users and among the Exploration and Mining Lease Properties as per the needs of Company in the normal course of business. However, at any given time the total number of licenses in use shall not exceed as contracted with the Service Provider.
- 7.2 Company does not intend to trade or assign the licenses acquired for use by them. However in the event/s of merger/de-merger/acquisition involving Company or sale of business in full or by part by Company, the new entities such created or buyers of Company's business shall enjoy the same rights and privileges as Company with respect to the use of the application licenses. The licenses may be distributed among the new entities in any proportion, as may be decided by the respective managements,

without any reference to the Service Provider. This shall be subject the condition that sum total of all licenses after such re-assignments shall not exceed the total number of licenses contracted for.

8.0 SOURCE CODE PROTECTION

8.1 The Service Provider shall make provisions for Company to access the source codes for the application provided, at no extra charge, in case the Service Provider is unable to provide further support due to any reason (e.g. closure of business due to any reason, reshuffle/discontinuance of product/service portfolio etc.). However, for all the customization, additional modules developed specifically for use of Company, the Service Provider shall have to provide the source code to Company at no extra cost.

9.0 ADDITIONAL PAYMENT TERMS

9.1 Company shall make the payments to the Service provider as per the quoted rates.. These rates include all duties and taxes including corporate income taxes and other levies payable by the Service provider under the Contract except applicable services tax.

9.2 Consultants engaged in special areas shall be paid at an enhanced rate as indicated(Consultants deployed in special areas such as SRM, BI/BO, BPC, TAO/ QC, IS-OIL, PI, EHS & TREASURY & RISK MANAGEMENT shall be paid 25% more than the quoted rate).

&&&&&&&&& END OF SCC &&&&&&&&&&&&

SECTION-V

SCHEDULE OF RATES

The Bidders shall quote their prices in the format shown in **Annexure IV**. The quoted prices should include all taxes (including Corporate and personnel income tax, duties but excluding Service tax) . All prices should be quoted in Indian Rupees.

1.0 ITEMS TO BE QUOTED

- 1.1 The items to be quoted shall include the cost of services to deliver the functionality as described in the Section II (Scope of work).
- 1.2 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

2.0 COST OF CONSUMABLES.

- 2.1 Company shall provide necessary stationary, photocopy and printing paper, printer ribbon/ cartridges and other stationary item required at the site office only. No additional cost of consumables shall be payable to the Contractor with respect to the services to be provided by the Contractor.

3.0 EVALUATION BASIS

- 3.1 For the purpose of commercial evaluation the charges quoted (Annexure IV) shall be considered to determine the total cost.

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Proforma - I
Proforma CONTRACT FORM

This Contract 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 Service provider), hereinafter called the "Service provider" 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 Service provider as detailed hereinafter or as Company may require;

WHEREAS, Service provider 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 Intent No. _____ based on Offer No. _____ submitted by the Service provider against Company's Tender No. _____. All these aforesaid documents shall be deemed to form and be read and construed as part of this 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 bidding document and subsequent letters including the Letter of Intent and Service provider'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 authorised 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 Contract 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 the documents hereinabove, the following Sections and Proformas attached herewith shall be deemed to form and be read and construed as part of this Contract viz.:
 - (a) Section-III indicating the General Conditions of this Contract
 - (b) Section-II indicating the Scope of Work / Technical specifications;
 - (c) Section-V indicating the Schedule of rates;
 - (d) Section – IV indicating the Special terms and conditions of the Contract.

In consideration of the payments to be made by the Company to the Service provider as hereinafter mentioned, the Service provider 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 Service provider 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 Service provider
(M/s. _____)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Proforma - II
Proforma FORM OF BID SECURITY (BANK GUARANTEE)

To:
M/s. OIL INDIA LIMITED,
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the providing ERP support 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 common seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of this obligations are :

- (1) If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

(Signature, Name and Address)

Date Place _____

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

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

DEVIATIONS / EXCLUSIONS SCHEDULE

We declare that the following are the only deviations and variations and exceptions/ exclusions to the services as outlined in your Bid Documents. The schedule has been filled in accordance with Clause No. 3.1 of Section I of the Bid Documents. Except these deviations, subject to the approval and acceptance by the Company, the entire work shall be performed as per your requirements and bid documents. Further, we agree that additional conditions, if any found elsewhere in the offer other than those stated below, save that pertaining to any rebates/ discounts offered, shall not be given effect to:

Section No and Clause No.	Brief Statement	Statement of Deviations & Variations/ Exclusions

Signature:

Name and Designation
of Authorised Signatory

Bidder's Name
and Address

Seal

Date and Place:

Proforma of Proposal Covering Letter

To

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

Sub : Tender No. : _____

Sirs,

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 or such other sums as may be ascertained in accordance with the Schedule of Prices submitted as part of this Bid.

We undertake, if our Bid is accepted, to commence the work within (____) days calculated from the date of your Letter of Intent.

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 opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20__.

Signature

(In the capacity of)

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

Selection of service Provider for Consultancy Services for ERP –Enhancements & Support at Duliajan (CDI 4574L15)

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Part 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 suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Part 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or Firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of **Part 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.

Part 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to **Part 3**, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to **Part 3**, or if the Principal is entitled to terminate the contract according to **Part 3**, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Part 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.

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

1. The Bidder/Contractor undertakes to demand from all sub contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Part 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.

Part 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Part 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.

Part 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date .22.05.2010 .

Witness 2 :

Customer Certificate

Declaration of Sub-areas from Client

This is to certify that M/s _____ ***has been engaged to provide / has rendered*** consulting support Services in the following sub-areas under contract no _____.

Area	Sub-area

Signature:.....

Name and Designation of Signatory :

Address:.....

.....

Contact No:

Email:.....

Seal:

Date and Place:.....

(On Service Provider's pad only)

Undertaking to provide Consulting Support Services

To

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

Sub : Tender No. : _____

Sirs,

We hereby undertake that we shall provide competent consultants in the following areas as mentioned in Annexure 1A.

Sl no	Areas
A	
B	
D	
E	
F	
G	
H	

Signature:.....

...

Name and Designation of authorised Signatory

Bidder's Name

.....

Address:.....

Seal:

Date and Place:.....

BANK ACCOUNT DETAILS

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR E-REMITTANCE]

Name :

FULL Address :

Phone Number :

Mobile Number :

E-mail address :

Fax Number :

Bank Account Number (in which the Bidder wants remittance against invoices) :

Bank Name :

Branch :

Address of the Bank :

Bank Code :

IFSC/RTGS Code of the Bank :

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number :

Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall be signed by a competent person.

Schedule of Work, Unit and Quantity (ANNEXURE – IV)

Sl No.	Description of Service	UOM	Quantity
10	Support for Functional & Technical Modules	MANDAYS	800

Note:

1. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.
2. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider(if applicable)shall be reimbursed to the Contractor on the basis of the documentary evidence. Bidders are required to state the Service portions of the quoted price in percentage.
3. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the total amount quoted for the service in the Price Bid format uploaded under Notes & Attachments in the portal
4. Consultants deployed in special areas such as SRM, BI/BO, BPC, TAO/ QC, IS-OIL, PI, EHS , TREASURY & RISK MANAGEMENT shall be paid 25% more than the quoted rate.

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|     |                                                    |
|-----|----------------------------------------------------|
|     | <b><u>ANNEXURE-1</u></b>                           |
|     | AREA                                               |
| A1  | SRM 7.0 PPS                                        |
|     | a. <i>e-bidding</i>                                |
|     | b. <i>e-procurement</i>                            |
| A2  | BI                                                 |
| A3  | Business Objects BI Package                        |
| A4  | HR with Payroll                                    |
| A5  | Enterprise portal with ESS & MSS                   |
| A6  | FI including New GL & Fund Management              |
| A7  | IS_OIL – Downstream                                |
|     | a. <i>Traders &amp; Schedulers Workbench (TSW)</i> |
| A8  | IS_OIL – Upstream                                  |
|     | a. <i>Production Sharing Accounting</i>            |
|     | b. <i>Joint Venture Accounting</i>                 |
|     | c. <i>Production Revenue Accounting</i>            |
| A9  | CO                                                 |
| A10 | SD                                                 |
| A11 | PP                                                 |
| A12 | PS                                                 |
| A13 | PM                                                 |
| A14 | MM                                                 |
|     |                                                    |
| A15 | Treasury and Risk Management                       |
| A16 | Investment Management                              |
| A17 | EHS                                                |
| A18 | Test acceleration and Optimization                 |
| A19 | Business Planning & Consolidation                  |
| A20 | Quality Center (Enterprise Edition)                |
| A21 | Webdynpro & Adobe Forms                            |
| A22 | Workflow                                           |
| A23 | Process Integration                                |
| A24 | Silo & TD                                          |
| A25 | Solution Manager                                   |

## ANNEXURE II - Experience Details

### BIODATA & EXPERIENCE TO BE FILLED FOR EACH CONSULTANT

|                                                      |  |
|------------------------------------------------------|--|
|                                                      |  |
| NAME OF INCUMBENT                                    |  |
| PRESENT ADDRESS                                      |  |
| HOME ADDRESS                                         |  |
| NATIONALITY                                          |  |
| DATE OF BIRTH                                        |  |
| ACADEMIC QUALIFICATION                               |  |
| TECHNICAL QUALIFICATION                              |  |
| TOTAL EXPERIENCE IN THE RELATED FIELDS (NO OF YEARS) |  |
| JOB EXPERIENCE RESUME                                |  |

### TO BE FILLED UP FOR EACH CONSULTANT

|                                                            |                                                        |
|------------------------------------------------------------|--------------------------------------------------------|
|                                                            | PROVIDE DETAILS HERE                                   |
| Experience in working in various Areas / module            |                                                        |
| Name of Module / Area proposed to be deployed in OIL       | PROVIDE DETAILS HERE                                   |
| SAP Certification                                          | Indicate details                                       |
| Experience in using Solution manager in SAP Implementation | yes / No                                               |
| Experience with SAP Implementation / support / upgrade     | Details with reference site - Roles & Responsibilities |

## **WORK PLAN - ANNEXURE III**

|               | Brief Description of Job | Date of reporting of call | Mobilisation of Consultant at site (Indicate days from reporting of call) | Mandays required to complete the deliverable | Details of Profile of Consultants (As per Annexure II) | Indicate Functional / Technical areas against which consultants are proposed to be deployed | Details of Deployment of resources with breakup of mandays | Nature of Delivery (Onsite / Remote) |
|---------------|--------------------------|---------------------------|---------------------------------------------------------------------------|----------------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------|
| Deliverable 1 |                          |                           |                                                                           |                                              |                                                        |                                                                                             |                                                            |                                      |
| Deliverable 2 |                          |                           |                                                                           |                                              |                                                        |                                                                                             |                                                            |                                      |

**AUTHORISED SIGNATORY (OIL)**

**AUTHORISED SIGNATORY (SERVICE PROVIDER)**

*Note: Approval of workplan have to be obtained from OIL before deployment of consultants.*