

IMPORTANT NOTE

TENDER NO. : CLI4620L21 dated 03.07.2020 for Annual Maintenance of Computer Hardware for Seismic Interpretation at E&D Directorate, Oil India Limited, NBCC Centre, 5th Floor, Plot No.2, Okhla Phase-I, New Delhi-110020 for the period from 09.10.2020 31.10.2020.

**BID CLOSING DATE & TIME : 28.07.2020 upto 14:00 Hrs.(IST)
BID OPENING DATE & TIME : 28.07.2020 at 15:00 Hrs.(IST)**

Limited TenderNo. CLI 4620L21 has been issued to the following 5(Five) bidders who have been authorized by M/s. Hewlett Packard Enterprise :

- 1. M/s. Technocom Solutions,Dibrugarh**
- 2. M/s. Commercial Friends, Dibrugarh**
- 3. M/s. Progression Infonet Pvt. Ltd., Gurugram**
- 4. M/s. Orbit Techsol India Pvt. Ltd., New Delhi**
- 5. M/s. Esquare Consulting, Gurugram**

Any other bidder who is authorized by M/s. Hewlett Packard Enterprise & can meet the BEC/BRC (Technical) given in SECTION-III (A) of the tender may also participate in this tender .

Interested bidders, who are already registered with OIL may send their request to Dy. General Manager(C&P)-E&D, e-mail ID: aparna_doley@oilindia.in, to allow them in the system to participate against this limited tender. Bidders to download the tender document & fill up their prices in the Bidding Format provided in SECTION-VI & upload their offer along with all other documents required as per BEC/BRC of the tender in OIL's e-procurement portal. Integrity Pact proforma should also be uploaded as per instruction given in the tender document.

New bidders have to apply for online registration & after completion of their registration process may send their request to Dy. General Manager(C&P)-E&D, e-mail ID: aparna_doley@oilindia.in, to allow them in the system to participate against this limited tender. Bidders to download the tender document & fill up their prices in the Bidding Format provided in SECTION-VI & upload their offer along with all other documents required as per BEC/BRC of the tender in OIL's e-procurement portal. Integrity Pact proforma should also be uploaded as per instruction given in the tender document.



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

5th Floor, NBCC Centre, Plot No.2
Okhla Phase-I, New Delhi-110020
Web Site: www.oil-india.com

FORWARDING LETTER (SECTION-I)

OIL INDIA LIMITED (OIL), a Navaratna company, Govt. of India Enterprises, invites competitive bids through its E-procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

1.0 Tender No.	CLI 4620 L21
2.0 Description of Work / Service	ANNUAL MAINTENANCE CONTRACT FOR COMPUTER HARDWARE FOR SEISMIC INTERPRETATION IN E&D DIRECTORATE, OIL INDIA LIMITED, NBCC CENTRE, 5 TH FLOOR, PLOT NO.2, OKHLA PHASE-I, NEW DELHI-110020.
3.0 Type of Bidding	SINGLE STAGE SINGLE BID SYSTEM ON LIMITED TENDER BASIS.
4.0 Bid Closing Date & Time	28.07.2020 (14:00 Hrs : Server Time)
5.0 Bid Opening Date & Time	28.07.2020 (15:00 Hrs : Server Time).
6.0 Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
7.0 Bid Opening Place	Office of E&D Directorate, OIL INDIA LTD, NBCC Centre, 5 TH Floor, Plot No.2, Okhla Phase-I, New Delhi-110020.
8.0 Bid Security	Not applicable.
9.0 Integrity Pact	Applicable. OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed as Annexure-A of the tender document (Refer clause 23.0 of Section-II for details).
10.0 Performance Security	Applicable @10% of one year contract value.
11.0 Bid Validity	Sixty(60) days from the bid closing date.
12.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).	
13.0 The details of Bid Documents can be viewed using “Guest Login” provided in the E-Procurement portal.	
14.0 To participate in OIL's e-procurement tender, bidders should have a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having “ Organization Name ” field other than Bidder's Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the “Organization Name” field are acceptable. Bidders are advised to go through “ User Manuals ” provided in OIL's E-Tender portal for bid submission procedure.	
15.0 For Technical support viz. resetting of password, submission of online bids etc., vendor should contact OIL's ERP MM Team at Duliajan, Assam at following: Telephone No. : 0374-2807178/0374-2804903, E-mail ID : ERP_MM@OILINDIA.IN Office Timing : 07.00 AM – 11.00AM & 12.30 PM – 3.30 PM (From Monday to Friday)	

(A. Doley)
DY. GENERAL MANAGER (C&P)
For EXECUTIVE DIRECTOR (E&D)

SECTION-II

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.

1.1 The tender is invited under **SINGLE STAGE-SINGLE BID SYSTEM ON LIMITED TENDER BASIS**. The bidder has to submit both the “Techno-Commercial” and “Priced” bid through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The rates shall be quoted as per the “BIDDING FORMAT FOR RATES” attached as SECTION-VI under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.

1.2 On Bid opening day, both Techno-Commercial & Priced Bids will be opened. Bidder should ensure that Technical bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.

1.3 Bidders are requested to go through OIL’s e-portal/website before uploading their bids for updated information regarding participation requirements, guidelines and procedure for OIL’s e-tender. Following documents may be referred, in addition to others, available under “[User Manuals](#)” in the main login page of OIL’s E-Tender portal:

- a. New vendor Manual effective from 12.04.2017)
- b. NEW INSTRUCTIONS TO BIDDER FOR SUBMISSION.pdf

2.0 BIDDING DOCUMENTS:

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

- a) A forwarding letter (**SECTION-I**) highlighting the following points
 - (i) Company’s Tender No.
 - (ii) Description of Work / Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time
 - (v) Bid submission place
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): **SECTION – III**
- d) General Terms and Conditions: **SECTION-IV**
- e) Scope of work & Special Conditions of Contract: **SECTION-V**
- f) Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal): **SECTION-VI**
- g) Commercial check list: **SECTION – VII**
- h) Proforma I to VII
- i) Integrity Pact Proforma as Annexure-A

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

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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 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 "Technical RFx" area under the tab "External Area ➔ Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal ["Technical RFx" area under the tab "External Area ➔ Amendments"] 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:

(A) TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vi) Bid security in original

(B) PRICED BID:

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "BIDDING FORMAT" will only be considered for evaluation.

Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 PERIOD OF VALIDITY OF BIDS:

6.1 The Bid must be valid for 60 (sixty) days from the bid closing date of the tender.

6.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax / E-mail). A Bidder may refuse the request without any consequential action on such account. A Bidder granting the request will neither be required nor permitted to modify their bid.

7.0 FORMAT AND SIGNING OF BID:

7.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

8.0 SUBMISSION OF BIDS:

8.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all uploaded documents should be digitally signed by the bidder using **Digital Certificate Class III [Organization] along with Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded.

Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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 III [Organization] along with Encryption Certificate, the bid will be rejected.

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

8.2 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.

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

8.4 Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

8.6 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.

9.0 DEADLINE FOR SUBMISSION OF BIDS:

9.1 Bids should be submitted on-line up to 14:00 Hrs. (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

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

10.0 LATE BIDS:

10.1 Bidders are advised in their own interest to ensure that their bids are uploaded in system before the bid closing date and time of the tender.

11.0 MODIFICATION AND WITHDRAWAL OF BIDS:

11.1 Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. However, it is the responsibility of the bidder to re- submit before the bid closing date and time. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

11.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.

12.0 EXTENSION OF BID SUBMISSION DATE:

12.1 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.

13.0 BID OPENING AND EVALUATION:

13.1 Both "Techno-Commercial" and "Priced" bids will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

13.2 In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

13.3 Bids which have been withdrawn pursuant to Clause 11.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished (if applicable), whether documents have been properly signed (digitally) and whether the bids are generally in order.

13.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

13.5 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

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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.

13.6 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, in-consistent 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.

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

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

14.0 EVALUATION AND COMPARISON OF BIDS:

14.1 OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

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

14.3 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.

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

15.0 CONTACTING THE COMPANY:

15.1 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 13.5.

15.2 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.

16.0 AWARD CRITERIA:

16.1 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.

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

17.1 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

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incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

18.0 NOTIFICATION OF AWARD:

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

19.0 SIGNING OF CONTRACT:

19.1 The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

19.2 The successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

19.3 Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

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

21.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA: In case LOA issued is not accepted by the L1 bidder, the bidder shall be debarred for 2 (two) years from the date of default.

22.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

23.0 INTEGRITY PACT: OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed as Annexure-A of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent signatory. The Proforma has to be uploaded by the bidders(along with technical bid), duly signed by the same signatory who sign the bid. Uploading the Integrity pact with digital signature will be construed that all pages of the Integrity pact has been signed by the bidder's authorised signatory who sign the Bid.

23.1 NAME OF OIL'S INDEPENDENT EXTERNAL MONITOR(IEM) : IEM for OIL to oversee implementation of Integrity Pact are:

- 1) SHRI SUTANU BEHURIA, IAS (Retd.)
E-mail Id : sutanu2911@gmail.com
- 2) SHRI SATYANANDA MISHRA, IAS (Retd.)
E-mail Id: satyanandamishra[at]Hotmail[dot]com
- 3) SHRI JAGMOHAN GARG
E-mail Id:jagmohan.garg@gmail.com

(END OF SECTION-II)

SECTION-III

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

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

(A) BEC/BRC (Technical) :

1.The successful bidder must have the experience of execution of at least one similar work of minimum value INR 17,86,500.00 in previous 7(Seven) years from the bid closing date.

"Similar Work" as mentioned here means "Maintenance of Server/Storage Infrastructure".

Note to Clause 1 above:

a) Documentary evidence in respect of experience should be submitted in the form of relevant Letter of Award (LOA) / Work Orders along with Completion Certificate / Payment Certificate showing Gross value of the job/ service, description of job/service and duration of the contract. Documentary Evidence of completion of similar work of the said value (For Example : Completion Certificate issued by the organisation for which the work has been done) must be submitted along with the bid.

b)A job executed by the bidder for its own organisation / subsidiary cannot be considered as experience for meeting BEC/BRC. Hence the bidder needs to certify that the organisation for which the "similar work" (as mentioned above) has been done is not the same organisation or subsidiary of the bidder.

c) Bidders who are submitting Contract copies along with extension letters, if any, issued from OIL need not submit Completion certificate separately.

2. The Bidder must be OEM(M/S Hewlett Packard Enterprise)/Authorised Service Partners of OEM(in this case M/S Hewlett Packard Enterprise). Authorised Service Partners must submit authorisation certificate(Tender Specific) from M/S Hewlett Packard Enterprise to quote against this tender, along with their bid, failing which their bid shall be rejected.

(B) BEC/BRC (COMMERCIAL):

1. The bids are to be submitted in single stage under single bid system i.e. Techno-Commercial Bid and Price Bid will be opened together.

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

3. Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.

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4. Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.
5. Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
6. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
7. Any bid containing false statement will be rejected and action will be taken by the Company as per Bid Document.
8. Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents to be submitted with Techno-Commercial Bid as per tender requirement in "**Technical Attachments**" area under "**RFx Information**" tab.
9. Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:
 - (i) Firm price
 - (ii) Period of validity of Bid
 - (iii) Price Schedule
 - (iv) Duration of contract.
 - (v) Scope of work
 - (vi) Guarantee of service / work
 - (vii) Liquidated Damages clause
 - (viii) Tax liabilities
 - (ix) Arbitration / Resolution of Dispute Clause
 - (x) Force Majeure
 - (xi) Applicable Laws
 - (xii) Specifications
 - (xiii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
10. Bid received with validity of offer less than 60 (sixty) days from the date of Bid closing will be rejected.
11. Bidders are required to quote for all the items as per Bidding Format, otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.
12. If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
13. Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items inclusive of all liabilities including statutory liabilities as per Bidding Format.
14. Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to L-1 bidder. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

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15. In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

16. In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

17. To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

18. If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.

19. Bidder(s) must note that requisite information(s) as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

20. The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

(END OF SECTION-III)

SECTION-IV

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

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

- 1.1 'Contract' means agreement entered into between Company and Contractor(successful bidder), as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein .
- 1.2 'Contractor' means the individual or firm or body incorporated for performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under the contract.
- 1.5 'Services' means the work specified in the contract and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.6 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.7 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.8 'Contractor's personnel' means the personnel to be provided by OIL or OIL's contractor(other than the contractor executing this contract).The company representatives of OIL are also included in the Company's personnel.
- 1.9 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE AND DURATION OF CONTRACT:

- 2.1 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. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 Duration of this Contract: Duration of the contract shall be from 09.10.2020 to 31.10.2022.

3.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

- 3.1 Contractor warrants that it shall provide all manpower for the necessary execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 4.1 Contractor should perform the work described in Terms of Reference/Scope of work in Section-V.
- 4.2 Contractor shall 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 successful and timely execution of the work.
- 4.3 Contractor shall be deemed to have satisfied itself before submitting its 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 herein, cover all its obligations under the contract.
- 4.4 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS:

- 6.1 Payment against AMC charges will be paid on quarterly basis on completion of every three(3) months AMC period(after deduction of penalty, if any).
- 6.2 Payment against FMS charges will be paid on quarterly basis on completion of every three months FMS period(after deduction of penalty, if any).
- 6.3 Payment will be made within 30 days from the date of receipt of the undisputed bills of the Contractor.

7.0 TAXES AND DUTIES:

- 7.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under this contract will be on Contractor's account and the Company shall not assume any responsibility on this account.
- 7.2 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 7.3 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed.
- 7.4 Goods & Services Tax (GST): Contract price will be inclusive of GST as applicable.
- 7.5 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company

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will not assume any responsibility whatsoever towards consequences of non-compliance to above.

- 7.6 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 7.7 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 7.8 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 7.9 All local taxes, levies and duties etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.

8.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

- 8.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 8.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 8.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

9.0 SUBSEQUENTLY ENACTED LAWS:

- 9.1 In case of change in existing law / enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.
- 9.2 The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

10.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY COMMENCEMENT / COMPLETION OF WORKS AND SERVICES:

- 10.1 In normal case of works /service contracts, if the delay in mobilization / completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the total Contract Price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract Price, by way of liquidated damages for delay and not as penalty. Liquidated damages will be reckoned from the stipulated date of commencement as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

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10.2 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the Contractor to commence operation within the stipulated period.

11.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

12.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

12.1 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.

12.2 Contractor shall not, without Company's prior written consent, make use of any document or information provided by the Company except for purposes of performing the contract.

12.3 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. All information obtained by Contractor in the conduct of operations and the information provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

13.0 NOTICES:

Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing.

14.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

15.0 PERFORMANCE SECURITY:

15.1 The successful bidder shall furnish the Performance Security in the form enclosed herewith within 15 days of receipt of the notification of award of Contract, failing which OIL reserves the right to cancel the award of Contract. Bidders should undertake in their bid to submit Performance Security as stated above. Performance Security should be for an amount as mentioned in the Forwarding Letter. The Bank Guarantee should be issued by any Nationalised Bank/Scheduled Bank in India or any India branch of a foreign bank & should be kept valid for 90 days beyond the validity of the Contract and extensions thereto. Alternatively the successful bidder can submit the Performance Security in the form of Bank Draft for the amount mentioned above. Performance security in any form will be returned to the Contractor only after 90 days after the validity of the Contract and extensions if any. Performance Security amount will not accrue any interest.

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15.2 In the event of Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be forfeited in part or full without any further reference to the Bidder.

15.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee or Bank Draft.

15.4 The Bank Guarantee will have to be given from the Scheduled Bank on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.

15.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank

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

15.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA/Contract issued/placed on the Contractor shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Contractor shall be invoked without any further reference.

15.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the Tender/Contract.

16.0 FORCE MAJEURE:

16.1 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 as provided herein. 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 Party) 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.

16.2 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.

16.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should both Parties decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

17.0 TERMINATION:

17.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension period, if exercised by Company under the provision of the contract.

17.2 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 Para 16.0 above.

17.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of this 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 this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

17.4 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.

17.5 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.

17.6 If at any time during the term of this contract, breakdown of contractor's equipment results in

17.6 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.

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

17.8 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.

18.0 APPLICABLE LAW:

18.1 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 Noida/New Delhi.

18.2 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 - 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.

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- 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) Goods & Services Tax (GST) Act.
- l) Environment Protection Act
- m) Public Liability Act
- n) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

19.0 LIABILITY:

- 19.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. 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.
- 19.2 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 subcontractors 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.
- 19.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 19.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 19.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.

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19.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

19.7 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 subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

19.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

19.9 LIMITATION OF LIABILITY:

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

(a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

(b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

20.0 CONSEQUENTIAL DAMAGE:

20.1 Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss of profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

21.0 WITH-HOLDING:

21.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor 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-V.

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.

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- 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, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
 - j) With-holding will also be effected on account of the following:
 - i. Garnishee 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.
- 21.2 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.
- 21.3 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 due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

22.0 MISCELLANEOUS PROVISIONS:

- 22.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 22.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of 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, regulations or bye-law.

23.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

- 23.1 Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s) / Contractors who fail to comply with the advice.

24.0 SET OFF:

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising

out of this contract or under any other contract made by the Contractor / with the Company (or such other person or persons contracting through the Company).

25.0 ARBITRATION:**25.1 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:

a) 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.

b) The number of arbitrators and the appointing authority will be as under:

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

c) 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.

d) 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.

e) 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.

f) 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.

g) 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

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

h) 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.

i) 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.

j) The Arbitration shall be held at Noida / Delhi. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

l) 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.

25.2 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 25.1 & 25.2 will be Noida / Delhi. The award made in pursuance thereof shall be binding on the parties.

26.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

27.0 PENALTY : Calculation of Penalty will be as under :

i) Total Penalty shall be calculated as per following calculation:

- a. 2% of QUARTERLY MAINTENANCE CHARGES for less than 96% & $\geq 94\%$ uptime
- b. 4% of QUARTERLY MAINTENANCE CHARGES for less than 94% & $\geq 92\%$ uptime
- c. 10% of QUARTERLY MAINTENANCE CHARGES for less than 92% uptime

ii) Penalty will also be levied in case of absence of Onsite Service Engineer. On absence for two(2) consecutive days, penalty will be levied & will be calculated @Rs. 500.00 per day per person.

iii) Penalty of Rs 500.00 per day will be applicable on absence of FMS Service.

iii) On absence of Onsite Service Engineer beyond 2 days a month, a penalty of Rs 500.00 will be applicable for every additional day of absence.

iv) Total Penalty for a quarter shall not exceed 10% of the total maintenance charges (including charges for FMS) for that quarter.

(END OF SECTION-IV)

SECTION-V
SCOPE OF WORK & SPECIAL CONDITIONS

Terms of Reference /Scope of Work for the Annual Maintenance Contract:

1.0 Scope of Services: Hardware, Server network and software maintenance including full spare parts support of the total solution as per the list of items in Annexure-1.

2.0 Responsibilities/System Management Services of the Contractor:

To be able to provide quality services for the data centre jobs, it is mandatory that the bidder must follow well-defined set of processes and procedures. The bidder must adhere to these processes and procedures to deliver consistent quality services throughout its contractual period in OIL. Any hardware/software to meet the requirements under this section must be provided by the vendor. The bidder is expected to have the following system management controls in place:

2.1 Preventive & corrective maintenance: Comprehensive corrective maintenance of complete system including replacement / repair of defective parts and systems, Preventive maintenance and weekly cleaning of all the equipment. Under Preventive Maintenance, vendor must conduct software / patches / firm ware upgrade for all the items covered in this contract on half-yearly basis.

2.2 VMware, Operating System Administration: Installation of VMWare , OS, both LINUX and Windows, handling of OS related issues, installation of OS upgrades and patches, re-installing OS if required, monitoring server usage statistics, network OS support, start-up and shutdown of servers. Addition, deletion, re-configuration of devices, additional users and printers, housekeeping of servers such as disk space usage, files and folders, permissions, users and login on network etc. Implementing security on servers at all levels as per guidelines provided by OIL.

2.3 Data Centre Network Administration: The vendor must ensure the availability of network services related to data centre servers, Backup servers, Tape Library & SAN and other data centre accessories.

2.4 Problem Management: The Vendor must develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its reoccurrence. It should help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution.

2.5 Availability Management: The bidder must define the processes/procedures which ensure the service delivery as per the required SLA (Service Level Agreement). It should cover various equipment for the production environment such as all the Linux servers, networks, Intel servers, and switches, SAN, other site specific services and their supporting hardware, micro-code, firmware, and software components, as defined in scope of work.

SLA for this contract is defined as under:

- Any hardware issues for item no. 1,2,3,4,5,6,8,10,14,15 in Annexure-1(List of Items to be covered in the AMC) must be resolved within 24 hours of reporting the problem.

- Any issue arising out of item no 7,11,12,13 in Annexure-1(List of Items to be covered in the AMC) must be attended within 24 hours of reporting the problem.

2.6 Performance Management : The recording, monitoring, measuring, analyzing, reporting, and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the services, networks, applications, system software, and

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equipment within the scope of this initiative. System tuning and optimization is an inherent part of this contract.

2.7 Security Management: The protection from unauthorized usage of the physical and logical facilities for the items under this contract including access control, firewall and intrusion detection for the network. Detection of intrusions and reporting as required by OIL and proactive prevention actions are to be provided by the vendor. OIL will set security direction and the vendor will administer security using an agreed upon tool.

2.8 Virus Detection & Eradication Management: It requires the proactive detection and removal of any virus that may affect the computing and communications infrastructure. The vendor is to use the agreed detection tools, keep the tools current, support the users in the recovery process if infected, remove root causes for potential future infection, and to report to OIL on all incidents and actions to prevent future infections.

2.9 Hardware Maintenance:

- a) Perform any Install, Move, Add or Change.
- b) To attend to hardware problems of all the hardware covered under this contract and resolve them by repair/replacing the spare or by providing a standby.
- c) Perform periodic preventive maintenance on all hardware assets supplied.

2.10 Server Management and OS Administration Service (Both Linux & Windows)

- a) VMware, OS installation & up gradation.
- b) VMware, OS administration.
- c) Resolving all server related problems.
- d) Orderly start-up and shutdown of servers as per laid down procedures.
- e) Install software, patches, updates and service packs.
- f) Security management - Configuring account policy, access rights, password control.
- g) Monitor the utilization of CPU, disk, memory and I/O parameters.
- h) Verify logs in event logger and periodically clean up log files.
- i) Schedule and optimize the services running on the server.
- j) Ensure all critical services are running on the server.
- k) Maintain list of all system files, root directories and volumes.
- l) Take back up of the file systems.
- m) Reload OS in case of a crash.
- n) OS performance tuning.
- o) Network OS support.
- p) Load latest anti-virus updates on the server.
- q) Capacity monitoring and planning.
- r) Supporting IIS applications.
- s) Creating emergency repair disk and periodic update of the same.
- t) Installation of new server operating system along with RAID as per OIL's requirement.
- u) Escalating unresolved problems to ensure resolution as per the agreed SLAs.

2.11 Storage Area Network Service

- a) Storage parameter tuning for performance.
- b) RAID rebuilding as and when required.

2.12 Facility Management Service (FMS):

The Facility Management Services are required to be provided at the above site during

- A. Non office hours i.e. from 5:30 PM to 9:30 AM on working days.
- B. On Saturdays and Sundays for 24 hours.
- C. On OIL's Holidays for 24 hours.

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Following are the broad coverage of services to be provided by the successful bidder.

- To Monitor and ensure that the entire environmental infrastructure at the site are functioning properly.
- Regular monitoring against threshold limits for environment conditions like temperature, humidity, power supply, etc. If any abnormality is found, reporting to be done to the concerned personnel as decided by OIL.
- Physical inspection, checking and weekly cleaning up of floor and other equipment in the data centre.
- Monitor and maintain records about UPS parameters and BMS for Data Centre and UPS Room.
- Monitor WAN and Internet Connections and report any latency or disruption in service to concerned person as decided by OIL.
- Check LEDs of all servers, storage, backup devices, network equipment and other IT Equipment in the data centre as decided by OIL.
- Monitoring status of the PACs installed in the server room and split ACs in the UPS Room and reporting any abnormality to the concerned personnel.

3.0 To manage the jobs within the data centre as per the agreed service levels between OIL and contractor, the bidder is required to place the following resources at OIL's data centre:

3.1 Onsite Service Engineer: One full time service engineer during office time of OIL and on call during other time for system administration and repair/maintenance of all the servers and storage of the Production Environment. The to and fro fare, food, accommodation, local transportation etc of supplier's personnel for the above jobs to be borne by the supplier. Bidder to quote considering the above. The Onsite Service Engineer must have a minimum 2 years of experience in administration of VMWare Cluster, SAN Storage Management and System Backup in Data Protector Software.

3.2 Domain Expert as per Requirement : The bidder must agree to send domain expert (with Min. 1 year Experience in the respective domain) to the site as & when required by OIL to resolve the problems if any during AMC period. The to and fro fare, food, accommodation, local transportation etc. of contractor's personnel for the above jobs to be borne by the contractor. Bidder to quote considering the above.

Note : AMC Cost to be quoted should be inclusive of cost for Onsite Service Engineer / Domain Expert (as mentioned in 3.1 and 3.2). The Bidder should consider this at the time of quoting the price for AMC.

3.3 **Manpower for FMS**: The contractor shall deploy manpower for FMS job for the entire duration such that at a time one person is present in the site for the period of FMS Service.

General Qualification and Experience for the Manpower for FMS :

Minimum Qualification: Min 1 year Diploma in IT / Computer / Electronics / Electronics & Tele Communication / Instrumentation with at least 1 year experience in handling of server/switches/storage areas or working in Data Centre.

The manpower deployed for the FMS must have above qualification and experience for the assigned job. The Contractor should provide the bio-data of the personnel to be deployed. If the service of the particular personnel is not satisfactory, OIL shall ask for suitable replacement and contractor is required to provide the replacement within a week.

4.0 Other Special Terms and Conditions

4.1 Contractor at his own cost shall arrange the clearance of the spare parts, equipment etc. from customs and port authorities in India and shall pay all requisite duties including customs duty, demurrages, if any, clearance fees, charges, post fees, clearing and forwarding agent fees/charges, inland transport charges etc.

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Company will provide all reasonable assistance but the responsibility for clearance will rest on the contractor.

4.2 Contractor will have to arrange telephone facilities at the residence and office of the engineer to facilitate immediate contact from OILs personnel.

4.3 Contractor will have to arrange its own transport facility for the maintenance engineer/technician to attend to the maintenance calls, as conveyance for its engineers to the site and for movement of spares.

4.4 Contractor will have to maintain all hardware installed on items in Annexure - I along with interface, network and power cables.

4.5 No cannibalization of any equipment will be permitted to carry out the maintenance services.

4.6 Contractor will have to follow the preventive maintenance schedule given by OIL, for each item, strictly throughout the period of contract.

4.7 The contractor shall have to provide his own maintenance equipment, including Ethernet punching tools, crimping tools etc. for various types of connectors and other test and measuring equipment to his engineer for carrying out the maintenance as and when required.

4.8 OIL shall provide access to the locations where the contracted equipment is installed so as to facilitate the maintenance of the same. The access will also be provided to the manuals for the purpose if available with OIL for maintenance of the contracted systems and software.

4.9 The Contractor must have back-to-back support agreement with concerned OEMs (M/S Hewlett Packard Enterprise, M/S Microfocus, M/S VMware, M/S HP Inc., M/S Red hat, etc.) for the Items covered in this AMC throughout the contract period. The proof for same is to be produced to OIL at the start of AMC. Such OEM back-to-back support agreement validity can be till the end of the AMC period, or should be renewed every year.

5.0 Payment Terms:

5.1 Payment against AMC charges will be paid on quarterly basis on completion of every three months AMC period (after deduction of penalty, if any).

5.2 Payment against FMS charges will be paid on quarterly basis on completion of every three months FMS period (after deduction of penalty, if any).

6.0 Downtime/Uptime Calculation:

Uptime Calculation for the Quarter = $\left[\frac{\text{Actual Uptime} + \text{Scheduled Downtime}}{\text{Total Hours}} \right] \times 100\%$.

"Actual Uptime" means, of the Total Hours, the aggregate number of hours in any quarter during which each equipment is actually available for use.

"Scheduled Downtime" means the aggregate number of hours in any quarter during which each equipment, down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to Bidder's (or Service provider's) failure to exercise due care in performing Bidder's responsibilities.

OIL would provide a maximum of 12 hours of planned downtime during night for the preventive maintenance (as part of scheduled downtime) per quarter per equipment/service.

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The downtime for scheduled maintenance (patch application, upgrades - OS, Database, etc.) would need to be mutually agreed between OIL and the Bidder. To reduce this time, various maintenance activities can be clubbed together with proper planning.

"Total Hours" means the total hours over the measurement period i.e. one quarter (24*number of days in the quarter).

Note : If OIL elects to continue the operation of the machine / equipment, when a part of the machine is giving problem and leading to downtime, the commencement of downtime shall be deferred until OIL releases the machine / equipment to the contractor for remedial action.

7.0 PENALTY : Calculation of Penalty will be as under :

i) Total Penalty shall be calculated as per following calculation:

- a. 2% of QUARTERLY MAINTENANCE CHARGES for less than 96% & $\geq 94\%$ uptime
- b. 4% of QUARTERLY MAINTENANCE CHARGES for less than 94% & $\geq 92\%$ uptime
- c. 10% of QUARTERLY MAINTENANCE CHARGES for less than 92% uptime

ii) Penalty will also be levied in case of absence of Onsite Service Engineer. On absence for two(2) consecutive days, penalty will be levied & will be calculated @Rs. 500.00 per day per person.

iii) Penalty of Rs 500.00 per day will be applicable on absence of FMS Service.

iii) On absence of Onsite Service Engineer beyond 2 days a month, a penalty of Rs 500.00 will be applicable for every additional day of absence.

iv) Total Penalty for a quarter shall not exceed 10% of the total maintenance charges (including charges for FMS) for that quarter.

ANNEXURE -1

Items to be covered under the Annual Maintenance Contract are listed below:

- Item No.1 - Servers (DL580 G7, OEM : HPE, Quantity : 3 Nos)
- Item No.2 - SAN Storage (3PAR 120 TB Capacity OEM : HPE Quantity : 1 No.)
- Item No.3 - SAN Switches(B-Series 8/24 OEM : HPE Quantity : 2 Nos.)
- Item No.4 - Disk-to-Disk Backup Device (StoreOnce-4700 OEM : HPE, Quantity : 1 No)
- Item No.5 - MSL2024 Tape Library (OEM : HPE, Quantity : 1 No.)
- Item No.6 - Backup Server (DL380p Gen8 OEM : HPE, Quantity : 1 No.)
- Item No.7 - Backup Software (Data Protector, OEM : Microfocus, Quantity : 1 No.)
- Item No.8 - Ethernet KVM Switch(8 Port) with Keyboard, Monitor, Touchpad (OEM : HPE, Quantity : 1 No.)
- Item No.9 - HP Design Jet T7200 42 inch Plotter (OEM : HP Inc. Quantity : 1 No.)
- Item No.10 - OEM Rack from HPE (Quantity : 3 Nos)
- Item No.11 - VM WARE V SPHERE STANDARD WITH OM (Quantity : 12 Nos. OEM : VMWare)
- Item No.12 - Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) (L3 Only) - OEM : RedHat. Quantity : 6 Nos
- Item No.13 - Red Hat Enterprise Linux Workstation, Standard (OEM : RedHat, Quantity : 8 Nos.)
- Item No.14 - VCentre Server (DL360e Gen8, OEM : 1 No. OEM : HPE)
- Item No.15 - HP 5120 E1 24G ETHERNET SWITCH (OEM : HPE, Quantity : 2 Nos.)

(END OF SECTION-V)

SECTION-VI**BIDDING FORMAT FOR RATES (SCHEDULE OF RATES)**

Sl. No.	Description of Service	UOM	Quantity	Quoted AMC/FMS Charges (in INR.)	GST in %	Total Value including GST (in INR.)
1.	AMC charges for the period from 09.10.2020 to 08.10.2021	AU	1.00			
2.	AMC charges for the period from 09.10.2021 to 08.10.2022	AU	1.00			
3.	AMC charges for the period from 09.10.2022 to 31.10.2022	AU	1.00			
4.	FMS charges for the period from 09.10.2020 to 08.10.2021	AU	1.00			
5.	FMS charges for 09.10.2021 to 08.10.2022	AU	1.00			
6.	FMS charges for 09.10.2022 to 31.10.2022	AU	1.00			
Grand Total Value including GST						

(END OF SECTION-VI)

SECTION-VII
COMMERCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Single Bid System?	Yes/ No
2.0	Whether documents related to BEC/BRC submitted?	Yes/ No
3.0	Whether quoted offer validity of 60 (sixty) days from the bid closing date of tender?	Yes/ No
4.0	Whether all BRC/BEC clauses accepted?	Yes/ No
5.0	Whether prices submitted as per Bidding Format in Section-VI	Yes/ No
5.1	Whether Bidding format uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal?	Yes/ No
6.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
7.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
7.1	Whether quoted any deviation?	Yes/ No
7.2	Whether deviation separately highlighted?	Yes/ No
8.0	Whether agreed to submit Performance Security @ 10% of one year contract value, in case of award of contract ?	Yes/ No

Offer ref Dated

(END OF SECTION-VII)

To
M/s. Oil India Limited,
E&D Directorate, 5th Floor, NBCC Centre,
Plot No.2, Okhla Phase-I, New Delhi-110020

Sub: TENDER No. ---

Gentlemen,

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

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

We agree to abide by this Bid for a period of 60 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2020.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

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

Signature of Authorised Signatory: _____

Name of Authorised Signatory: _____

Name of Bidder: _____

NOTE:

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

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
Dy. General Manager (C&P)
E&D Directorate, 5th Floor, NBCC Centre,
Plot No.2, Okhla Phase-I,
New Delhi-110020

Sir,

Sub: **OIL's TENDER No.** -----

I / We _____ confirm that Mr./ Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender No. _____ for _____.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

To
Dy. General Manager (C&P)
E&D Directorate, 5th Floor, NBCC Centre,
Plot No.2, Okhla Phase-I, New Delhi-110020

Dear Sir,

SUB: OIL TENDER No.-----

We _____ of _____
Confirm that Mr./Ms. _____

(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender No. -----for -----.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**[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 Bidder with Official Seal

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 2020, between (Name of Company) _____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) _____ and has, by Letter of Award dated (Date of Letter of Acceptance) _____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) This form of Agreement,
 - b) The Letter of Award,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications, if any
 - e) The Priced Bid and Quantities,
 - f) The Schedules of Supplementary Information, if any
 - g) Special Conditions of Contract,
 - h) General Terms and Conditions
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name _____

On behalf of the Contractor
in the presence of:

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

Ref. No

Bank Guarantee No.

Dated:

To

Oil India Limited
E&D Directorate, NBCC Centre, 5th Floor, Plot no.2, Okhla Phase-I
New Delhi-110020.

Whereas (herein after called 'the Contractor') has undertaken, in pursuance of Contract No.dated.for the services of(description of Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Contractor's performance obligation in accordance with the contract.

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

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

The Guarantee is valid until theday of

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

A. Issuing Bank

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

B. Controlling Office

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

Signature & Seal of the guarantors

Date

.....

Witness

(Bidders are not required to submit this form with their offers)

ANNEXURE-A

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

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or 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 Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the

company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

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

Section 4 -Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

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

2. If the Bidder makes incorrect statement on this subject, he can be

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disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/ Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond

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this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. **The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.**

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

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For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date .