



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

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OIL INDIA LIMITED (OIL) invites **Domestic Competitive Bids (LCB)** on Limited tender basis through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

Tender No.	<b>CLI9878L22 Dated 09.03.2022</b>
GeM Availability Report ID:	<b>GEM/GARPTS/08032022/WE6EX9VM3BQ8</b>
Description of Work / Service	<b>MAINTENANCE AND OPERATION OF DISASTER RECOVERY CENTRE AT OIL HOUSE, NOIDA.</b>
Type of Bid	<b>Single Stage Two Bid System</b>
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Closing Date & Time	<b>23.03.2022 (14:00 HRS : Server Time)</b>
Technical Bid Opening Date & Time	<b>23.03.2022 (15:00 HRS : Server Time)</b>
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Bid Opening Place	Office of the Chief General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh
Bid Validity	Minimum 120 days from the original date of Technical bid opening.
Pre-Bid conference	N.A.
Bid Security (EMD)	<b>NIL. However, bidders to submit a “Bid Security Declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.</b>
Bid Security Validity	N.A.
Amount of Performance Security	<b>3% of annualized contract value excluding GST</b>
<p><b>2.1</b> For participation, applicants already having User ID &amp; Password for OIL's E-procurement portal need to register against the IFB in OIL's E- procurement portal for participation.</p> <p><b>2.2</b> Bidders without having E-tender Login ID and Password should complete their online registration at least <b>seven (7) days</b> prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a>. Necessary Login ID &amp; Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID &amp; Password and request for bid closing date extension on that plea shall not be entertained by Company.</p> <p><b>2.3</b> No physical Bid documents will be provided.</p>	

**E-TENDER NO. CLI9878L22**

**3.0** The link to OIL's E-Procurement portal has been also provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**4.0** The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

**5.0** 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. Bidders are advised to go through "[User Manuals](#)" provided in OIL's E-Tender portal for bid submission procedure.

Digital Signature Certificates issued by the following Certifying Authorities (CA) are currently configured in OIL's E-Tender portal:

- ✓ e Mudhra
- ✓ Safescrypt
- ✓ (n)Code Solutions
- ✓ Verasys
- ✓ Capricorn
- ✓ Pantasign
- ✓ RISL
- ✓ NSDL

In case, bidder is using Class 3 DSC (Organization) along with Encryption Certificate issued by a Certifying Authority other than those mentioned above then, the bidder has to inform OIL at least 15 days before the Bid Closing date to enable OIL to verify credibility of the same for necessary mapping in OIL's E-Tender portal.

**6.0** In accordance with OM No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (Procurement Policy Division), Ministry of Finance, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered in GeM and obtain a unique GeM Seller ID, at the time of placement of order/acceptance of contract. Accordingly, bidders are required to provide their GeM Seller ID in their bid, if available at the time of tendering. However, in case any bidder does not have GeM Seller ID at the time of tendering then, such bidder will be required to provide their GeM Seller ID in case considered for award of contract before issuance of LOA.

**DATE: 09.03.2022**

**(S. K. Tripathi)**  
**Manager (C&P)**  
**For Chief General Manager (C&P)**  
**For Chairman & Managing Director**

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**FORWARDING LETTER**

OIL INDIA LIMITED invites Domestic Competitive Bids (LCB) on Limited tender basis for the following mentioned work / service under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

**MAINTENANCE AND OPERATION OF DISASTER RECOVERY CENTRE AT OIL HOUSE, NOIDA.**

**CONTRACT PERIOD:** Duration of this Contract will be 03 (three) years and 08 (eight) months w.e.f. 01.05.2022.

**BID SECURITY:** NIL. However, bidders to submit a "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

**BID CLOSING DATE & TIME:** 23.02.2022 (14:00 HRS: Server Time)

**TECHNICAL BID OPENING DATE & TIME:** 23.02.2022 (15:00 HRS: Server Time)

a) ~~Bid Security~~ deposited vide On line Payment / Bank Guarantee / Bank Draft / Banker's Cheque

No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_

~~Original hard copy of (a) (In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) should reach the office of General Manager (C&P), Oil India Limited, Plot No. 19, Sector 16A, Noida 201 301, Uttar Pradesh on or before bid closing date & time, otherwise Bid will be rejected. A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) may also be uploaded along with the Un-priced Techno-Commercial Bid documents.~~

b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ **3% of annualized contract value excluding GST** and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Bid Security Deposit, Power of Attorney, Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

CHIEF GENERAL MANAGER (C&P),  
OIL INDIA LIMITED,  
PLOT NO. 19, SECTOR-16A, NOIDA-201 301  
UTTAR PRADESH

~~All bidders (except those exempted) shall deposit the requisite **BID SECURITY DEPOSIT** in the form of **On line Payment / Bank Guarantee (as per format provided and valid for minimum 150 days from the original date of opening of Technical Bid) / Bank Draft / Banker's Cheque** from any Scheduled Indian Bank in favour of M/s Oil India Limited and payable at NOIDA / DELHI. This Bid Security Deposit shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6.0 below. **Bids without Bid Security Deposit in the manner specified above will be summarily rejected.**~~

3.0 **Bid should be submitted online up to 02:00 PM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 03:00 PM (IST) at Office of the CGM (C&P) in presence of authorized representative of the bidder.**

4.0 **The rates shall be quoted per unit as specified in the “BIDDING FORMAT” attached under “Notes and Attachments” tab of the e-tender portal.**

The bid and all uploaded documents must be Digitally signed 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.

*Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable.*

The authenticity of above digital signature may be verified through authorized CA (Certifying Authority) after bid opening. If the digital signature used for signing 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 employee.

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to action against the erring / defaulting agency as per OIL’s Banning Policy dated 6th January, 2017 available in OIL’s website [www.oil-india.com](http://www.oil-india.com).

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 120 (One Hundred Twenty) days from the original date of Technical bid opening.

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

9.0 The work may be split up, if applicable, amongst more than one contractor at the sole discretion of the Company.

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

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

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

13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, ~~Bid Security will be forfeited and~~ the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, ~~the Bid Security shall be forfeited and~~ the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

15.0 **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](http://www.oil-india.com)

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

Forwarding Letter: SECTION-I

Instruction to Bidders: SECTION - II

Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): SECTION - III

General Conditions of Contract: SECTION-IV

Scope of Work and Special Terms & Conditions: SECTION-V

Integrity Pact: SECTION-VI

Commercial Check list: SECTION - VII

General Health, Safety & Environment (HSE) Measures: SECTION - VIII

Bidding Format: SECTION - IX (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal)

Confidentiality and Non-Disclosure Agreement: SECTION-X

Annexures & Proformas

**SPECIAL NOTE:**

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The Chief General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh:

a) ~~ORIGINAL BID SECURITY (Only in case of Bidder(s) submitting Bid Security in the form of Bank Guarantee/Bank Draft/Bankers' cheque)~~

~~A scanned copy of Bid Security may also be uploaded along with the Un-priced Techno-Commercial Bid documents.~~

b) ~~Power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original~~

~~A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.~~

~~Bidder should ensure to submit original documents in accordance with the bidding documents.~~

c) ~~ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.~~

~~Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.~~

~~The above documents including the Original Bid Security (in case of bidders submitting Bid Security in the form of Bank Guarantee / Bank Draft / Bankers' cheque) must be received at OIL's CGM (C&P)'s office at Noida on or before the bid closing date & time failing which the bid may be rejected.~~



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

**17.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “Un-Priced 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 Price Bid shall be quoted as specified 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 “PRICE BIDDING FORMAT” will only be considered for evaluation.**

**18.0 In Technical Bid opening, only Un-Priced Techno-Commercial Bid will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only. No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.**

**NB: All the Bids must be Digitally Signed using Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.**

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

**OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Section-VI- Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.**

**(Note:** Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture, E-Mail ID: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com), Shri Sutanu Behuria, IAS (Retd.), E-Mail ID: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com) and Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh, E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com) have been appointed as Independent External Monitors).

- (a) In case of a joint venture, if applicable and allowed as per tender terms, all the partners of the joint venture should sign the Integrity Pact;
- (b) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract. The fees / expenses on dispute resolution shall be equally shared by both the parties.

**20.0** In order to participate against OIL's E-Tenders, Bidders are advised in their own interest to kindly go through the "[User Manuals](#)" available in the main login page of OIL's E-Tender portal.

**21.0 Maintenance of Total bid value in the Response:** For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. **In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Conditions (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any.** Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

The screenshot shows the 'Create RFX Response' form. At the top, there are tabs: 'Submit', 'Read Only', 'Print Preview', 'Check', 'Technical RFX Response', and 'Close'. Below these, the 'RFX Response Number' is 60038748 and the 'RFX Number' is blank. The 'RFX Owner' is BHARALI and the 'Total Value' is 0.00 INR. The form has several sections: 'RFX Information' (with sub-tabs 'Basic Data', 'Questions', 'Technical Attachments'), 'Items', and 'Notes and Attachments'. Under 'Event Parameters', there is a 'Currency' dropdown set to 'Indian Rupee', a 'Detailed Price Information' dropdown set to 'No Price', and a 'Terms of Payment' field. A 'Total Bid Value' field is highlighted with a red box. Annotations with callouts explain: 'Bidder to select the currency of the Response' points to the 'Currency' dropdown; '"Total Bid Value" is mandatory in "No Price" RFX only' points to the 'Detailed Price Information' dropdown; and '"Total Bid Value" considering all the taxes & duties.' points to the 'Total Bid Value' field.

(END OF SECTION-I)



**INSTRUCTION TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS:**

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

- a) A forwarding letter (**SECTION-I**) highlighting the following points
  - (i) Company's IFB/ Tender No.
  - (ii) Description of Work / Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): **SECTION - III**
- d) General Conditions of Contract: **SECTION-IV**
- e) Scope of Work and Special Conditions of Contract: **SECTION-V**
- f) Integrity Pact: **SECTION-VI**
- g) Commercial check list: **SECTION - VII**
- h) General Health, Safety & Environment (HSE) Measures: **SECTION - VIII**
- i) Bidding Format (Attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal): **SECTION-IX**
- j) Confidentiality and Non-Disclosure Agreement: **SECTION-X**
- k) Annexures & Proformas

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

**3.2** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

**4.1** At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by 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) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the services offered as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security Declaration (~~scanned copy~~). ~~Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) should be sent separately to reach~~ **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vi) 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.**
- (vii) Integrity Pact

**Note:** Please note that no price details should be uploaded along with the UN-PRICED TECHNO-COMMERCIAL BID

**(B) PRICED BID:**

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 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

**6.1** These are listed in **BID EVALUATION CRITERIA (BEC) / BID REJECTION CRITERIA (BRC)**, SECTION-III of the Bid document.

**~~7.0 BID SECURITY:~~**

~~**7.1** The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub clause 7.9.~~

~~**7.2** All the bids (except those exempted) must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide Proforma VII or a Bank Draft/Bankers' cheque in favour of OIL and payable at NOIDA / DELHI from any schedule Indian Bank.~~

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

~~7.3~~ Alternatively, Bidders can submit Bid Security on line through OIL's electronic Payment Gateway.

~~7.4~~ Any bid not secured in accordance with sub clause 7.2 above shall be rejected by the Company as non responsive.

~~7.5~~ The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.

~~7.6~~ Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.

~~7.7~~ Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the formal Service Agreement in conformity with Clause 22.0 below is signed.

~~7.8~~ Bid Security shall not accrue any interest during its period of validity or extended validity.

~~7.9~~ The Bid Security may be forfeited:

- ~~i)~~ If the bidder withdraws the bid within its original/extended validity.
- ~~ii)~~ If the bidder modifies/revises their bid suo moto.
- ~~iii)~~ If the bidder does not accept the order/contract.
- ~~iv)~~ If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- ~~v)~~ If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.

~~7.10~~ In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be dealt with as per OIL's Banning Policy.

~~7.11~~ A scanned copy of the original Bid Security in the form of either Bank Guarantee or Banker's Cheque or Bank Draft may be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E portal. The original Bid Security (In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee / Bank Draft / Banker's Cheque) shall be submitted by bidder to the office of General Manager (C&P), Oil India Limited, Plot No. 19, Sector 16A, Noida 201 301, Uttar Pradesh **on or before Bid Closing date and time.**

~~7.12~~ A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

## **8.0 PERIOD OF VALIDITY OF BIDS:**

**8.1** The Bid must be valid for 120 (One Hundred Twenty) days from original date of Technical bid opening. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from original date of Technical bid opening.

**8.2** 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 forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

## **9.0 FORMAT AND SIGNING OF BID:**

**9.1** 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.

## **10.0 SUBMISSION OF BIDS:**

**10.1** Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using **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.

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 it's proper usage by their employees.

**10.2** 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.

**10.3** 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.

**10.4** Physical Bid/ E-mail/ Fax /Telephonic offers will not be accepted.

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

**10.6** 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.

## **11.0 DEADLINE FOR SUBMISSION OF BIDS:**

**11.1** Bids should be submitted on-line up to 02.00 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

**11.2** 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.

**11.3** The documents in physical form must be received by Company at the address specified in the “Forwarding Letter” **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **12.0 LATE BIDS:**

**12.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. No Bid can be submitted once the submission deadline displayed on the e-procurement page has been reached.

#### **13.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**13.1** 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.

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

**13.3** 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 forfeiture of his / her / their Bid Security Deposit in full and debarred from participation in future tenders, at the sole discretion of the company.

#### **14.0 EXTENSION OF BID SUBMISSION DATE:**

**14.1** 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.

#### **15.0 BID OPENING AND EVALUATION:**

**15.1** The Un-priced Techno-Commercial (Technical) bid 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.

In Technical bid opening date, only “Technical RFx” Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only.

**15.2** 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).

**15.3** Bids which have been withdrawn pursuant to Clause 13.1 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, whether documents have been properly signed and whether the bids are generally in order.

**15.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 15.3

**15.5** 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 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.

**15.6** 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.

**15.7** 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.

**15.8** 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.

#### **16.0 OPENING OF PRICED BIDS:**

**16.1** Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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

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

#### **17.0 EVALUATION AND COMPARISON OF BIDS:**

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

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

**17.3** Post bid or conditional discounts / rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final



acceptable bidder for award of contract, and if they have offered any discounts / rebates, the contract shall be awarded after taking into account such discounts / rebates.

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

**18.0 CONTACTING THE COMPANY:**

**18.1** 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 15.5.

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

**19.0 AWARD CRITERIA:**

**19.1** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and as per the terms of the BEC/BRC, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

**20.1** OIL reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

**21.0 NOTIFICATION OF AWARD:**

**21.1** 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 cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

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

**22.0 SIGNING OF CONTRACT:**

**22.1** 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)".

**22.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "NOIDA / DELHI" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement within 30 (thirty) days of issue of Letter of Award (LOA) based on the instant tender on the OIL Standard forms of agreement.

**22.3** This Performance Security must be valid for 90 days beyond defect liability period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**22.4** The Bank Guarantee towards Performance Security issued by the Bank must be routed through SFMS platform as per following details:

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

The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, E 13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi - 110001, IFS Code : HDFC0000003; BIC Code (Swift): HDFCINBB

The copy of the SFMS message as sent by the issuing bank branch shall be submitted along with the original bank guarantee.

**22.5** The "Performance Security" will be refunded to the contractor not later than 30 days following its expiry, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**22.6** Failure of the successful bidders to comply with the conditions as specified in Para 22.2 above would render him liable for rejection ~~and in turn forfeiture of Bid Security~~ 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 or for a period as mentioned in OIL's Banning Policy dated 6<sup>th</sup> January, 2017 from the date of default.

**23.0 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 6<sup>th</sup> January, 2017 available in OIL's website [www.oil-india.com](http://www.oil-india.com)

**24.0 SPECIFICATIONS:**

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

**25.0** In all Domestic / National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than or equal to 20% but less than 50%, as defined under PP-LC policy]

**26.0** Upon award of Contract based on PP-LC policy, the bidder shall have to submit additional Bank Guarantee (format enclosed as **Proforma-X**) equivalent to the amount of Performance Security towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.

**27.0** Along with the Un-Priced Techno-Commercial bid, bidders must submit duly filled undertaking as per format provided vide **Proforma-I** as undertaking towards submission of authentic information/documents.

**(END OF SECTION-II)**

**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 Un-Priced Techno-Commercial Bid.

**1.0 BASIC ELIGIBILITY CRITERIA:**

- 1.1** The bidder must be authorized by OEM (M/s. HPE) to quote against this tender. In the said authorizations, the OEM must explicitly state that they will provide back-to-back support through the authorised bidder to Oil India Limited. The authorization letters from the OEM have to be submitted along with the bid by the bidder.
- 1.2** **The bidder must be incorporated/constituted in India and must maintain 20% or more local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG- Part(1) (E-36682) dated 23.02.2022 by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.

Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:

- (a) The bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking, from their authorised signatory having the Power of Attorney, along with the bid specifying the LC Percentage and such undertaking shall become part of the contract, if awarded [Format enclosed as **Proforma-III**].
- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- (d) Bidder to submit a copy of their Certificate of Incorporation/ registration in India.

**2.0 COMMERCIAL CRITERIA:**

- 2.1** The bids are to be submitted in **single stage under 2 (two) bid system** i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.
- 2.2** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the

bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

- 2.3** Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Securing Declaration” (**Proforma-VIII**) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.
- 2.4** 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.
- 2.5** Any bid received in the form of Physical document/Fax/E-mail will not be accepted.
- 2.6** 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.
- 2.7** The bid and all attached 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.
- 2.8** 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.
- 2.9** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.10** Bidders must quote clearly and strictly in accordance with the price schedule outlined in 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.
- 2.11** 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) EMD / Bid Bond
  - (iii) Period of validity of Bid
  - (iv) Price Schedule
  - (v) Performance Bank Guarantee / Security deposit
  - (vi) Delivery / Completion Schedule
  - (vii) Scope of work
  - (viii) Guarantee of material / work
  - (ix) Liquidated Damages clause
  - (x) Tax liabilities
  - (xi) Arbitration / Resolution of Dispute Clause
  - (xii) Force Majeure
  - (xiii) Applicable Laws

- (xiv) Specifications
  - (xv) Integrity Pact
  - (xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.
- 2.12** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 2.13** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Section-VI- Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.
- 2.14** Bid received with validity of offer less than 120 (one hundred twenty) days from the original bid closing date will be rejected.
- 3.0 GENERAL:**
- 3.1** 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 BEC/BRC.
- 3.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/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.
- 3.3** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 3.4** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 3.5** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 4.0** 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.
- 5.0** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

- 6.0** The quantities shown against each item in the Bidding Format shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities of various items in the price bidding format are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.
- 7.0** Price Bids of only techno-commercially qualified bidders 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.
- 8.1** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.
- 8.2** When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
- 9.0** **Discount:** Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken into account of evaluation purposes. However, in the event such offer without considering discount is found to be successful, OIL shall avail such discount at the time of award of contract.
- 10.0** Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to the techno-commercially qualified 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.
- 11.0** In case of identical overall lowest offered rate by more than 1 (one) techno-commercially qualified bidder, OIL reserves the right to select the successful bidder by draw of lot between the parties offering the same overall lowest price.
- 12.0** **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:
- (a)** In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.
- (b)** In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- (c)** In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.
- (d)** Documentation required to be submitted by MSEs:



Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020, amendments vide Gazette Notification Nos. CG-DL-E-16062021-227649 dated 16.06.2021 and CG-DL-E-19012022-232763 dated 19.01.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June'2020 shall continue to be valid only for a period up to the 31<sup>st</sup> day of March, 2022.

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

- i. Udaym Registration Number with Udaym Registration Certificate.  
OR
- ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.

**13.0 Purchase Preference Policy (Linked with Local Content) (PP-LC):**

**(a)** Purchase Preference Policy- Linked with Local Content (PP-LC) as notified vide Letter No. FP-20013/2/2017-FP-PNG- Part(1) (E-36682) dated 23.02.2022 of Ministry of Petroleum and Natural Gas (MoPNG) shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

**(b)** Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP-20013/2/2017-FP-PNG- Part(1) (E-36682) dated 23.02.2022 by-MoPNG or subsequent amendments, if any.

**(c)** The work to be carried out against this tender is non-divisible.

**(d)** (i) In case participating Class-I local supplier quote price within price band of L1+20%, such Class-I local supplier shall be considered for award of contract subject to matching their price with natural L1 bidder in a situation where L1 price is from a Class-II local supplier as defined in the policy.

(ii) In case of more than one such Class-I local supplier are found to be within the price band of L1+20%, opportunity for price matching with natural L1 bidder shall be given on ascending order of inter-se ranking of price (L2, L3, ...) and the lowest eligible Class-I local supplier consenting to match their price with the natural L1 bidder shall be considered for award of contract in a situation where L1 price is from a Class-II local supplier as defined in the policy.

**14.0 Purchase Preference Policy (Linked with Local Content) (PP-LC):**

**(a)** Purchase Preference Policy- Linked with Local Content (PP-LC) as notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of Ministry of Petroleum and Natural Gas (MoPNG) shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

(b) Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions of the notification no. FP- 20013/2/2017-FP-PNG dated 17th November, 2020 or subsequent amendments, if any.

(c) The work to be carried out against this tender is non-divisible.

(d) (i) In case participating Class-I local supplier quote price within price band of L1+20%, such Class-I local supplier shall be considered for award of contract subject to matching their price with natural L1 bidder in a situation where L1 price is from a Class-II local supplier as defined in the policy.

(ii) In case of more than one such Class-I local supplier are found to be within the price band of L1+20%, opportunity for price matching with natural L1 bidder shall be given on ascending order of inter-se ranking of price (L2, L3, ...) and the lowest eligible Class-I local supplier consenting to match their price with the natural L1 bidder shall be considered for award of contract in a situation where L1 price is from a Class-II local supplier as defined in the policy.

### **15.0 Third Party Inspection:**

**15.1** Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies to verify and certify various documents required against BEC/BRC of the tender:

<b>Sl. No.</b>	<b>Name of Independent Inspection Agency</b>	<b>Contact E-mail ID</b>
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

**15.2** The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate as per **Proforma-XII** by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third- Party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

**15.3** As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be considered. **However, in case a bidder submits its bid along with all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within 07 (Seven) days of bid opening.** Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

**15.4** The methodology of inspection/ verification of documents is broadly as under but not limited to:

- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

- (b) The prospective bidder shall contact any of the empaneled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL. Verification of documents by OIL's empaneled third party agency shall not automatically make the bidder eligible for award of contract.
- (c) Verification of documents (but not limited to) are normally categorized as under:
- **General Requirement:**
    - Check Bidder's PAN Card
    - Check Bidder's GST Certificate
    - Check ITR of company
    - Check Bidder's Certificate of Incorporation – Domestic Bidder.
  - **Additional Documents: (If applicable against the tender)**
    - Joint Ventures Agreements – To cross-check with JV Partners
    - Consortium Agreements – To cross-check with Consortium Partners
    - Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company  
–To check the Share Holding pattern
  - **Technical Criteria**
    - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
  - **Financial Criteria**
    - Check and verify Audited Balance Sheet/CA certificate
    - To check the Line of Credit, if incorporated in the tender.

**Note: If any documents LOI/LOA/Contracts etc. are submitted towards BEC/BRC experience criteria issued by Oil India Limited, such documents need not be verified by TPI agency.**

**(END OF SECTION-III)**

**GENERAL CONDITIONS OF CONTRACT****1.0 APPLICABILITY, DEFINITION & INTERPRETATION:****1.1 Applicability**

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

**1.2 Definition & Interpretation**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

**1.2.1 COMPANY/OIL/Operator:**

Shall mean Oil India Limited [OIL] a Public Sector Undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

**1.2.2 CONTRACTOR:**

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

**1.2.3 Contract:**

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

**1.2.4 Site:**

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

**1.2.5 COMPANY's Site Representative/Engineer:**

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

**1.2.6 Sub-Contract:**

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

**1.2.7 Sub-Contractor:**

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

**1.2.8 Contractor's Representative:**

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

**1.2.9 Contract Price/Value:**

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

**1.2.10 Firm price:**

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

**1.2.11 Service/Works/Operations:**

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

**1.2.12 Equipment/Materials/Goods:**

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

**1.2.13 Drawings:**

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

**1.2.14 Specifications:**

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

**1.2.15 Engineer In-charge (EIC):**

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

**1.2.16 Inspectors:**

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

**1.2.17 Tests:**

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.



- 1.2.18 Approval:**  
Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.
- 1.2.19 Day:**  
Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.
- 1.2.20 Month:**  
Shall mean a calendar month as per Gregorian calendar.
- 1.2.21 Year:**  
Shall mean calendar year as per Gregorian calendar.
- 1.2.22 Working day:**  
Means any day which is not declared to be holiday by the COMPANY.
- 1.2.23 Bid/offer:**  
Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.
- 1.2.24 Guarantee:**  
Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.
- 1.2.25 Mobilization:**  
Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.
- 1.2.26 De-mobilization:**  
Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.
- 1.2.27 Willful Misconduct:**  
Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.
- 1.2.28 Gross Negligence:**  
Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- 1.2.29 Criminal Negligence:**

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

**1.2.30 GST Legislations:**

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) The Central Goods & Services Tax Act, 2017;
- (B) The Integrated Goods & Services Act, 2017;
- (C) The Union Territory Goods & Services Tax Act, 2017;
- (D) The respective State Goods & Service Tax Acts’
- (E) The Goods and Services (Compensation to States) Act, 2017
- (F) The Customs Act and the Customs Tariff Act.
- (G) Any other applicable Act related to GST

**2.0 CONTRACT DOCUMENT:**

2.1 **Governing language:** The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 **Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 **Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR’s BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

**3.0 WAIVERS AND AMENDMENTS:**

3.1 **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY’s instruction in this regard shall be final and binding.

**4.0 CONTRACT TIMELINE:****4.1 Effective Date of Contract:**

The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of

issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

**4.2      Date of Commencement of Contract:**

The contractor must mobilize in all aspect and ready to commence the contract w.e.f. 01.05.2022, which will be treated as the date of Commencement of the Contract.

**4.3      Duration of the contract:**

Duration of this Contract will be 03 (three) years and 08 (eight) months from the date of Commencement of the Contract.

**5.0      SCOPE OF WORK/CONTRACT:**

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

**6.0      GENERAL OBLIGATION OF CONTRACTOR:**

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

6.1      Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.

6.2      Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.

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

6.4      Comply with all applicable statutory obligations specified in the contract.

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

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

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

**7.0      GENERAL OBLIGATION OF COMPANY:**

COMPANY shall, in accordance with and subject to the terms and conditions of this contract:

- 7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.
- 7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.
- 7.3 Perform all other obligations required of COMPANY by the terms of this contract.

**8.0 DUTIES AND POWER/AUTHORITY:****8.1 OIL's site representative/engineer:**

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.
- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

**8.2 CONTRACTOR's representative:**

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

**9.0 Personnel to be deployed by contractor:**

CONTRACTOR warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be

mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

- 9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

**10.0 PERFORMANCE SECURITY:**

- 10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque\*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 10.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or
- 10.3 In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.  
Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.  
Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.
- 10.4 Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:
- Full address.  
Branch Code.  
Code Nos. of the authorized signatory with full name and designation.  
Phone Nos., Fax Nos., E-mail address.
- 10.5 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.6 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

- 10.7 The Performance Security shall be denominated in the currency of the contract.
- 10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.9 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.10 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11 Failure of the successful Bidder to comply with the requirements of clause 0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.  
#Subject to credit in OIL's account within prescribed time  
\*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.  
In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

**11.0 SIGNING OF CONTRACT:**

- 11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.com](http://www.oil-india.com)].

**12.0 CLAIMS, TAXES & DUTIES:**

- 12.1 **Claims:**  
CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

- 12.2      **Notice of claims:**  
CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.
- 12.3      **Taxes:**
- 12.3.1      CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANAY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.
- 12.3.2      Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.
- 12.3.3      CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.
- 12.3.4      The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 12.3.5      Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6      Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7      Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8      All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9      CONTRACTOR shall provide all the necessary compliances/invoice/ documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by

OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).
  - (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
  - (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).
- 12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.
- 12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.
- 12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice  
Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.
- 12.4 Goods and Services Tax:**
- 12.4.1** "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/ interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- 12.4.2** Where the OIL is entitled to avail the input tax credit of GST:  
OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 12.4.3** Where the OIL is not entitled to avail/take the full input tax credit of GST:  
OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 12.4.4** The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/duties by the CONTRACTOR shall be to CONTRACTOR's account.



- 12.4.5 In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- 12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- 12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- 12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.
- 12.5 **Anti-profiteering clause**
- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.
- 13.0 CUSTOMS DUTY, IF APPLICABLE:**
- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.
- 13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

**14.0      INSURANCE:**

- 14.1      CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows: Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.
- 14.2      Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 14.3      CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.
- 14.4      All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 14.5      **Certificate of Insurance:**  
Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:
- a)      Kinds and amounts of insurance as required herein
  - b)      Details of coverage
  - c)      Insurance corporation or companies carrying the aforesaid coverage
  - d)      Effective and expiry dates of policies
  - e)      That OIL shall be given thirty (30) days written advance notice of any material change in the policy
  - f)      Waiver of subrogation endorsement has been attached to all policies and
  - g)      The territorial limits of all policies.
- 14.6      Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.
- 14.7      If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting

therefrom shall be to the sole account of Contractor.

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

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 **Principal Assured**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):  
"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 **Waiver of subrogation:**

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 **Deductible:**

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 **Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"**

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 **Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:  
"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".

14.14 **On account payment to OIL in case of claim**

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

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

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

- i) **Workman Compensation and/Employers' Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of all CONTRACTOR's items to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

**Note: An undertaking by the service provider has to be mandatorily provided during the Mobilization time that they have taken all the Insurance provisions as per the contract and as the Law and Insurance Regulation.**

**15.0      LIABILITY:**

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

or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

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

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

**16.0 LIMITATION OF LIABILITY:**

- a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

**17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:**

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the

Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**18.0 CONSEQUENTIAL DAMAGE:**

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

**19.0 RISK PURCHASE:**

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

**20.0 INDEMNITY AGREEMENT:**

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**21.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

**22.0 ROYALTY PATENTS:**

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods, which have not been imposed on the attending party by the terms of the contract or the specifications forming part thereof.

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**24.0 SUBCONTRACTING/ASSIGNMENT:**

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

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

**25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item



with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

**26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:
- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
  - b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.
- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.
- However, the above obligation shall not extend to information which:
- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY;
  - ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
  - iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;

- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.
- 27.10 The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.

- 27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

- 27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

**28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):**

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

**29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.:**

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).

- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.

(iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:

- 1) The furnished information is correct to the best of his knowledge.
- 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

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

### **30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:**

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.
- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused

by such delay.

- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

### **31.0 FORCE MAJEURE:**

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared/undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

Should 'force majeure' condition as stated above occurs and should the same be notified within 72 (Seventy-two) hours after its occurrence the 'force majeure' rate (if specified in the SCC of the Contract) shall apply for the first 15 (fifteen) days for each such occasion.

Either party shall have the right to terminate the Contract if such 'force majeure' conditions continue beyond successive 60 (Sixty) days [or exclusively mentioned in the SCC of the Contract] with prior written notice of 15 days, provided termination of the Contract does not result into safety hazard to the life and property on account of withdrawal of operations or the operation is at critical stage. COMPANY shall have the absolute right to decide whether any safety hazard exists or operation is at critical position and decision of the COMPANY shall binding upon the CONTRACTOR.

Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period. [or exclusively mentioned in the SCC of the Contract]

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

If however, relative obligation of the party affected by such 'Force Majeure' is limited to part of the obligation(s), the contract shall not be terminated and the parties shall continue to perform their respective obligations, which are not affected by the 'force majeure' condition, provided the obligations affected by the 'force majeure' do not preclude the parties in performing the obligations not affected by such conditions.

**32.0 SET-OFF:**

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract, whether in progress or in future, may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the CONTRACTOR with OIL (or such other person or persons contracting through OIL).

**33.0 WITHHOLDING:**

COMPANY may withhold or nullify the whole or any part of the amount due to CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

- 33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2 Defective work not remedied by CONTRACTOR.
- 33.3 Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5 Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6 Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7 Withholding will also be effected on account of the following:
  - i) Order issued by a Court of Law or statutory authority in India.
  - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
  - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
  - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.

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

- 33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be,

besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

**34.0 APPLICABLE LAWS:**

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

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

The CONTRACTOR shall ensure full compliance of various Indian Laws and Statutory Regulations, as stated below, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

**Note:** The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

**35.0 LABOUR LAWS:**

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.

- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

**36.0 STATUTORY REQUIREMENTS:**

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

**37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:**

- 37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same



requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

- 37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

**38.0 POLLUTION AND CONTAMINATION:**

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/ or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/ or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

**39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:**

- 39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of

documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

- 39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.
- 39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
  - ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
  - iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
  - iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.
- 39.6 In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
  - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

**41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**

The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

**42.0 SETTLEMENT OF DISPUTES:****42.1 Arbitration (Applicable for Suppliers/CONTRACTORs other than PSU and MSME):**

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL

Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.
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5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:
  - (i) 20% of the fees if the claimant has not submitted statement of claim.
  - (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
 

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.
12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the

Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

**42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)**

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

**42.4 Resolution of disputes through conciliation by OEC**

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.
- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

**42.5 Exclusions**

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

**43.0 COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

**44.0 TERMINATION:**

**44.1 Termination on expiry of the contract:** This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

**44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing

Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

- 44.3 **Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.
- 44.4 **Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.  
However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.
- 44.5 **Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.com](http://www.oil-india.com)].
- 44.6 **Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7 If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.



- 44.8 **Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 **Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination. Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession. In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials. Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.
- 45.0 TO DETERMINE THE CONTRACT:**  
In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.
- 46.0 WITHOUT DETERMINING THE CONTRACT:**  
To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.
- 47.0 ERRING/DEFAULTING AGENCIES:**  
Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**48.0 MISCELLANEOUS PROVISIONS:**

CONTRACTOR shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

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

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

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal experience and qualification, which will be again subject to prior approval, by the COMPANY.

**(END OF SECTION-IV)**

**SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS****Preamble:**

Oil India Limited (OIL) is a premier Indian National oil company under the administrative control of Ministry of Petroleum and Natural Gas, Govt. of India. OIL is engaged in the business of Exploration, Development and Production of Crude Oil, Natural Gas and LPG and transportation of Crude Oil.

OIL has implemented SAP ERP solution in the year 2005 to meet its business Requirement. The SAP primary datacentre is located at Duliaganj, Assam. This datacentre comprises of HP Servers, SAN XP Storage from HP, networking items from Cisco and other items. It hosts SAP applications like ECC6.0, BW7.31, SRM 7.0, Enterprise Portal (EP 7.31) and database is Oracle 11g. Most of these SAP applications run under 3 system landscape environment i.e., physically separate Development, Quality and Production servers. Also, it has backup solution like HP Data Protector (DP) and component failure monitoring and reporting software HP IRS.

As a part of Business Continuity Plan of OIL, a Tier II Disaster Recovery Data Centre (DRDC) was setup in the year 2009 at OIL's corporate office, Noida. This DRDC has SAP ERP setup comprising of Servers, SAN Switches, XP Storage and Tape library from HP and networking items from Cisco. Besides these, infrastructure items like, Precision AC and UPS from Emerson, Fire alarm and access control and CCTV from Honeywell, fire suppression system of NOVEC and other items have also been housed. It also hosts all the SAP applications of DC site. At DR, the system landscape consists of Development and Production servers only. Quality servers are not present in the landscape except in ECC landscape. Similar to DC site, DR site also includes backup solution like HP Data Protector (DP).

Data from DC site is replicated to DR site with storage based replication (for SAN based servers) using Continuous Access Journal and Business Copy and Host Based replication (for non-SAN based servers). However, the logs are applied at defined intervals. An MPLS lease circuit of 100 MBPS bandwidth with redundant connectivity between DC and DR site is available.

The scope of the contract covers maintenance and operation of the entire Disaster Recovery Centre in Noida including IT and Non-IT Infrastructure.

**General Terms & Conditions (Technical):**

1. The successful bidder must submit copies of back-to-back agreements with the OEM (HPE) to OIL within stipulated time from the date of receiving the Letter of Award.

**Scope of Work:****1. Hardware and Software Maintenance Service (for items mentioned in Annexure-A)**

- a. Comprehensive proactive / preventive / corrective maintenance of Itanium and Intel based servers, XP SAN storage, Tape library, etc., including replacement / repair of defective parts, during the entire period of service. HPE's Mission Critical should be provided by the bidder for high availability of systems of production environment.
- b. To be able to provide quality services for the DRDC site, 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 service throughout its contractual period.
- c. The Bidder shall put in place the System Management Controls and ensure single point of contact for all DRDC site related issues by entrusting the same to an Account Support Manager
- d. Perform periodic tool based system health check for the servers to assess server configuration, performance and security. Produce comprehensive system health check

reports with appropriate details for fixing the gap in the report itself. The system health check tool should be able to perform compliance against best practices in the areas of server configuration, performance and security. The tool should also report all the non-conformance to best practice rules.

- e. Custom patch analysis using tools for a restrictive patching strategy. The customized patch bundle should include only patches which are relevant for the software products included in the patching data sheet. The tool should also provide other patching strategy option. E.g., Innovative strategy
- f. Conduct High Availability technical assessments to identify single points of failure in the storage and SAN infrastructure. This should include but, not limited to, single point of failure analysis, storage performance analysis, gap analysis for the firmware and software versions, configuration analysis, SAN topology analysis etc. This assessment also should provide a tool based storage topology map and configuration details with an ability to export the report in html format.
- g. A centralized web repository to be maintained. This repository should have updated configuration information and should have secured access to OIL and vendor teams. The repository should provide access to configuration information to aid capacity planning exercises. The repository should also maintain revision of server/storage configurations.
- h. **Problem Management:** The Bidder must develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its recurrence. It should help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution.
- i. **Incident Management:** Hardware events from servers/ XP SAN Storage/ switches/ backup solution should get automatically routed to the Bidder's central monitoring system enabling quick identification and tracking of incidents. This should also reduce the overall time taken for incident response and resolution.
- j. **Availability Management:** The Bidder must define the processes/ procedures which ensure the service delivery as per the required SLAs or exceed it. It should cover various equipment such as all the Unix servers, Networks, Intel servers, Switches, SAN, UPS, Backup Solution other site specific services.
- k. **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 equipment within this scope of work. System tuning and optimization is an inherent part of this service.
- l. **Periodic reporting:** Consolidated Periodic reporting on Preventive and Proactive Maintenance, Problem Management, incident Management and Performance Management, showing chronological events happenings, analysis done, measures taken, formulation of proactive measures, etc., to be provided to DRDC In-charge by email.

**2. Server Management and Administration Service (for items mentioned in Annexure-A):**  
Service Provider shall undertake below mentioned activities for items mentioned in **Annexure-A:**

- a. Perform any install, Move, Add or Change (IMAC)
- b. Hardware Installation and Upgrade (CPUs/ Disks/ Memory/ Network Cards/ HBAs/ Firewall, etc.) in case OIL procures the required hardware
- c. To attend to hardware problems of all the listed hardware and resolve them by repair/ replacing the spare or by providing a standby.
- d. Perform periodic preventive and proactive maintenance of all hardware assets listed in Annexure-A
- e. Installation and upgrade of Operating System, service packs and patch management in all the servers.

- f. Installation of new server including operating system, configuration of SAN space allocation, RAID, network, etc., as per OIL's requirement
- g. Create/ Modify/ Destroy High availability Cluster (SGeSAP) Management whenever required by OIL
- h. Performance tuning of Operating System
- i. Orderly start-up and shutdown of servers as per laid down procedures.
- j. Operating System user management – Creation and deletion of users, groups, Roles and authorizations.
- k. Security management – Configuring Account polity, Access rights, Password control
- l. Monitor the utilization of CPU, disk, memory and I/O parameters.
- m. Verify logs in event logger and periodically clean up log files.
- n. Schedule and optimize the services running on the server
- o. Ensure all critical services are running on the server
- p. Maintain list of all system files, root directories and volumes.
- q. Take back up of all the file systems.
- r. Network OS support.
- s. Quarterly Firmware Analysis and Management
- t. Batteries of systems to be maintained/replaced as per maintenance schedule without any additional cost
- u. Load latest anti-virus updates on windows servers.
- v. Carry out vaccination in case of anticipated virus breakouts
- w. Escalating unresolved problems to ensure resolution as per the agreed SLAs'.
- x. OS patch levels of servers including Java patch should be maintained same as primary site server.

**3. XP SAN Storage Management Service (for items mentioned in Annexure-A):** Service Provider shall undertake below mentioned activities:

- a. Storage Parameter tuning.
- b. Regular performance tuning.
- c. RAID rebuilding as and when required.
- d. Allocating system storage and planning for future storage/disk requirements for the database system as per SAP application requirements.
- e. Monitoring and analyzing any I/O bottleneck.
- f. High availability Cluster Management
- g. Management of current SAN to SAN replication process with Continuous Access Journal
- h. Management of split mirror backup with Business Copy
- i. Batteries of SAN storage to be maintained/replaced as per maintenance schedule without any additional cost

**4. Backup and Recovery Management (for items mentioned in Annexure-A):** Service Provider shall undertake below mentioned activities:

- a. Service Provider will be guided by OIL's Backup and Recovery Policy. However, this policy is modifiable for better backup solution if agreed by both OIL and Bidder. Backup jobs are as under:
- b. To perform regular backup depending on the schedule defined by OIL.
- c. Monitoring Backup
- d. Rectifying any backup Issues
- e. Tape library Management including Cartridge handling
- f. Restore the backup taken through Data Protector / Native OS tools
- g. HP Data Protector installation/ Maintenance/ Version upgrade and patch application
- h. To ensure that all Servers and important data are protected against data losses and to cover all defined servers as per OIL DR and backup policy.

- i. Proper labelling and housekeeping of the media for identification and retrieval.
- j. Conduct restoration exercises at pre-defined periodic intervals to check the validity of the backed up data.
- k. To provide MIS reports such as daily on backup and restoration logs (failed reasons), monthly report on planned backup and backups actually taken, health status of media and drive, number of restoration drill performed and percentage of success.

**Note : Data protector Support**

Following licenses of Data Protector is already deployed in the DR Centre. The support for the software has to be provided for the contract term on annual basis.

Description	Quantity	Comments
▶ Data Protector Drive License	6	
▶ Data Protector Cell Manager	1	
▶ Data Protector Zero Down time backup License	12	License for backup through business copy
▶ Data Protector online extension License	10	License for Database Backup

**5. Personnel:**

- a. Selected Service Provider shall be required to manage the jobs within the DRDC as per the service level agreement, Bidder is required to place the following resources at OIL's DR data centre having at least 2 years of experience.
- b. **On-site Engineer:** One trained Engineer in HP-UX, Cluster, XP SAN and HP Data Protector for System Administration and repair/maintenance of the Intel based servers, SAN storage, Tape Library, Data Protector. Should be placed at DRDC site from 9.30 AM to 6 PM on all days to ensure continuous operation and to manage DR functionalities.
- c. **On-call SAP BASIS Consultant:** The bidder shall provide SAP BASIS certified consultant with knowledge of Oracle 11g or higher to support DR Drill and Actual Drill functionalities.
- d. The bidder shall provide the bio-data of the personnel to be deployed. If the service of particular personnel is not satisfactory, OIL shall ask for suitable replacement and the bidder shall be required to provide the replacement within a month.

**6. Network Items Maintenance Service** The bidder shall provide Comprehensive maintenance service of all network items listed in **Annexure- A**, including supply of spares Preventive and proactive Network maintenance to ensure the availability of all applications and services to the users, provide periodic audit reports and monitor availability of valid licenses.

- a. To make configuration changes as and when required as per OIL's requirement and keep back up of all configuration with version control.
- b. A HP Network Engineer shall visit the DRDC site at mutually agreed frequency and carry out Health Check-up and submit a report in the desired format. He should also be made available at site on call basis for carrying out maintenance/ configuration of the routers and the switches and other network devices, as listed in Annexure-A, as and when required. The bidder should provide the bio-data of the personnel to be deployed. If the service of particular personnel is not satisfactory, OIL shall ask for suitable replacement and the bidder shall be required to provide the replacement within a week.

**7. Maintenance Service for Non-IT Equipment:** The Service Provider has to provide Maintenance Service for Non-IT Equipment as per below tables for the following items already installed in DRDC site. The successful bidder shall provide Comprehensive maintenance service of all items given below, including supply of spares and consumables.

- a. Emerson UPS including replacement of batteries, periodically as a lot and / or individually, as and when required. Successful Bidder shall also provide preventive

maintenance of both UPS and its batteries on quarterly basis. If any part/whole of the UPS does not work properly/requires replacement as per OEM recommendation, the same has to be done at no extra cost to OIL. The cost of replacement batteries shall be indicated in the Price Schedule and shall be paid as per actual number of batteries replaced.

- b. Emerson Precision Air Conditioning systems including quarterly preventive maintenance, filling of gas, filter replacement, etc., as and when required.
- c. Isolation transformer,
- d. Access control system along with CCTV, Fire protection system and VESDA system,
- e. BMS System integrated with other devices,
- f. Gas based NOVEC 1230 fire suppressant,
- g. Air purifier system including replacement of consumables, like, filter and media, etc., as and when required.
- h. ECM Device complete with replacement of silver and copper sensor strips, as and when required.
- i. Complete electrical fitting, panels, MCBs, etc., including replacement/ repair of defective parts and cable, as and when required, during the service Period, as part of service charges.

**Scope of Non-IT Support – Power, Cooling & Air Purifier**

Sl. No	Equipment	Make	Capacity	Qty	Model	Serial No	Services
Uninterrupted Power							
1	UPS	Emerson	60 KVA standalone	1	7400 M	21012000442088040003	<ul style="list-style-type: none"> <li>Preventive Maintenance Service.</li> <li>Cleaning up of Unit, Visual Inspection to check any deformation.</li> </ul>
2	UPS		60 KVA standalone	1	7400 M	21012000442088040004	
3	Isolation Transformer	DATSON S ELEC. PVT. LTD.	100 KVA standalone	1	I/P X'MER CUBICLE 1	52-02-09	<ul style="list-style-type: none"> <li>Checking and Adjustment (If needed) of Power parameters like input. Output, DC voltage &amp; Current.</li> <li>Checking and Adjustment (If needed) of Control parameters on different PCBs.</li> <li>Tightness of all connection, if shut down possible.</li> <li>Functional Checking up of Rectifier section.</li> <li>Functional Checking up of Inverter section.</li> <li>Functional Checking up of Static Switch Section.</li> <li>With customer approval, perform operational test of the system including unit transfer and battery discharge.</li> </ul>

Sl. No	Equipment	Make	Capacity	Qty	Model	Serial No	Services
							<ul style="list-style-type: none"><li>• Install or perform Engineering Field Change Notices (FCN) as necessary.</li></ul>
Data Center Cooling System							
1	PAC	Emerson	30 KW	1	PEX-130-FA-100	90540130180	<ul style="list-style-type: none"><li>• Cleaning up of Unit, Air Filter, cooling coil &amp; condenser coil. (If required with water).</li><li>• Cleaning of Humidifier bottle, electrodes, water supply strainer and drain inside the machine</li><li>• Checking of drive belt &amp; replace if necessary</li><li>• Lubrication of bearings if necessary.</li><li>• Checking up of operation of Unit, Controller &amp; condenser</li><li>• Combing of fins of condenser &amp; Evaporator coil if necessary.</li><li>• Measurement of current of each individual equipment.</li><li>• Checking of all the overload relay settings.</li><li>• Checking of all electrical components for loose connections and tightening if necessary</li><li>• Checking of refrigeration piping for any gas leakages.</li><li>• Checking of refrigeration system and pressure readings.</li><li>• Checking of pulleys, Motor mounts and Condenser fan mounts etc.</li><li>• Checking of panel insulation.</li><li>• Checking of temperature readings.</li><li>• Checking of Microprocessor controllers for operation.</li></ul>
2	PAC		30 KW	1	PEX-130-FA-100	90540130181	
3	PAC		30 KW	1	PEX-130-FA-100	90540130182	
Comfort AC							



Sl. No	Equipment	Make	Capacity	Qty	Model	Serial No	Services
1	AC Unit (UPS room)	Blue star	3 TR	1	BO-FMA36 AAMUP 3	KUV01377	<ul style="list-style-type: none"><li>• All Break Down Calls shall be attended</li><li>• All spares including compressors &amp; Labour Charges covered</li><li>• Checking of leakage &amp; rectification onsite/off site.</li><li>• Gas &amp; related material/jobs will be done by the bidder without any extra charges.</li></ul>
2	AC Unit (UPS room)		3 TR	1	BO-FMA36 AAMUP 3	KUV01376	
3	AC Unit Manager Cabin		1.5 TR	1	3HW18 IAU3	AU3I7DQ7860	
4	AC Unit FMS Team Cabin		1.5 TR	1	3HW18 IAU3	AU3I7DQ7856	
Electrical distribution system							
1	Electrical Distribution Panel	INDIATECH		3			<ul style="list-style-type: none"><li>• Visual inspection of component to assess condition</li><li>• Cleaning of panels, checking and tightening of all bus bar joints. &amp; control wiring in a panel.</li><li>• Control Circuits-cleaning, checking and tightening of entire control circuits (closing &amp; tripping).</li><li>• Check the protection release.</li><li>• Checking main operating mechanism of MCCBs and replacing it in case of any failure</li><li>• Checking the healthiness of CTs thru meter.</li><li>• Replacing any component found defective by the service personnel.</li></ul>
2	UPS distribution Panel	LEGRAND		2			
3	Power Sockets			32			
Air Monitoring & Purifier							
1	ECM Machine	Bry Air		1	700930 -1-1-230	707	<ul style="list-style-type: none"><li>• Checking the motors &amp; starter/ contractors</li><li>• Checking the operations &amp; proper functioning of controls</li><li>• Inspecting &amp; Cleaning the air filters</li><li>• Inspection of all seals.</li><li>• Checking all other components furnished</li></ul>
2	Bry Air Unit (External)	Bry Air		1	BPU-500-T-V-3	2009-BA-9205	
3	Bry Air Unit (Internal)	Bry Air		1	BPU-1000-T-V-2	2009-BA-9328	

Sl. No	Equipment	Make	Capacity	Qty	Model	Serial No	Services
							with the unit and their appropriate functioning as per system design • Attend to service call for trouble diagnostics/Break down of the Unit • Educating site operations team of changes or adjustments made for possible improvements in the maintenance of the Unit • Time to Time update on type of consumables per early replacement & quality operations of the equipment. • Media Sampling quarterly

**Scope of Non-IT Support – Intelligent Building Management Software (IBMS)**

The existing inventory is as below:

Scope of Non-IT Support – IBMS				
Sl No	Item Description	Model No	Unit	Qty
1	Access Control System			
a	Prox point Plus Proximity Reader	HID-prox. Honeywell	Nos	7
b	BIO METRIC SYSTEM	Virdi Biometric Access Control-3000	Nos	1
c	JCI Control Panel	S300-DIN-RDR2SA	Nos	4
e	POWER SUPPLY 12 VDC 5 AMP		Nos	4
f	BEL' make Monitored EM Lock with 600 lbs holding force "UL approved" with LED	600 LED	Nos	4
g	FIRE Emergency Door Release (24V)		Nos	3
2	CCTV System			
a	CCTV Dome CAMERA	Honeywell HDD 605P-36-7, VISTA-1	Nos	8
b	16 C- Honeywell DVR ,4-SATA Slot	HD-16DVR-C	Nos	1
c	1 TB HDD	WD-HDD	Nos	1
d	22 INCH HP-ELITE DISPLAY E221	HP-ELITE E221	Nos	1
e	POWER SUPPLY 12 V DC 2 AMP		Nos	8
F	<b>Backup of CCTV system to be configured as per existing setup.</b>			
3	Fire Alarm System			
a	Ravel/Honeywell/ Vesda, 1 zone conventional fire alarm control panel. 1 detection zones, 1	RE -120GR,/ MORLEY IAS Panel Dxc1-s Single Loop region 5 / VLC	Nos	3

Scope of Non-IT Support – IBMS				
S1 No	Item Description	Model No	Unit	Qty
	sounder outputs, surface mounting, fire and fault relays.			
b	Smoke detector	HM-PSE-S2	Nos	30
c	2 Wire plug in detector base for Series 300 detectors		Nos	30
d	Conv. Manual Call Point, Indoor Usage, Intrinsically Safe, Red ,470 Ohm, EN54-11 Markings, Surface Mount, with Glass Element	Honeywell	Nos	2
e	Hooter ,Red	Red, HONEY WELL	Nos	4
f	Response Indicator - Mini White		Nos	6
4	RODENT & WLD			
a	Rodent Repellent System-Panel	Maser Electronics Pvt Ltd	Nos	1
b	Rodent Repellent System-Transducer	ROD-Transducer	Nos	6
c	8-Zone, Water Leak Detection	HONE TM -HV SC5-S-DC 12V 7A 300 VAC 50HZ COIL -12VDC	Nos	8
5	<b>Fire Suppression System</b>			
a	113 ltr Cylinder with Valve.	Superfire	Nos	1
b	Ravel Fire panel	Superfire	Nos	1
c	Discharge Nozzle.	Superfire	Nos	2
d	Gas Release Module with battery & battery charger	Superfire	Nos	1
e	Manual Release Switch	Superfire	Nos	1
f	Manual Abort Switch	Superfire	Nos	1
6	VESDA			
a	VESDA Laser VLC-250	VLC	Nos	1
b	Sampling point set	Reputed	Nos	1
c	Hooter	XLSG1RF-HDVM	Nos	1
d	24V SMPS for Hooter	Sanstar	Nos	1
7	<b>BMS-Tridium</b>			
a	30 Points BACnet or Modbus IP Controller	EasyIO-30P	Nos	1
b	J2 and J6 Only - 24 V AC/DC Power Supply Module, DIN Rail Mountable	NPB-PWR	Nos	2
8	<b>Software</b>			
A	BMS	JCI		1
B	Access Control System	JCI		1

For the above IBMS, following services need to be provided:

- Maintenance of all security equipment.
- Check the system's errors and alarms.
- Necessary inspection and maintenance of the contracted system(s) and take necessary corrective actions
- Clean all detectors and devices as per agreed schedule.
- Check LED indications in all modules and devices.
- Resolve any issues regarding the system and take corrective actions for the problem(s) existing.

- g. Inventory recording to help identify components for replacements or software for the latest versions / upgrade patches.
- h. Check connectivity and communication at all terminations, replace all faulty detectors, devices, control cards of main panels, repeater panels, junction boxes, etc. installed for building management system, fire detection system, CCTV surveillance system and access control system on failure.
- i. Install and re-commission defective detectors, devices and cards upon replacement / repair.
- j. Maintain loop in and loop out connections, all call points, fuses, terminals, junction boxes used in the system
- k. Check all power sources and outlets used in the system.
- l. All electricians, supervisors and labour will be arranged by HPE as required to maintain the system.
- m. All tools & tackles required to maintain the system shall be arranged by HPE.
- n. All spares parts required for maintenance shall be arranged by HPE.
- o. Checking and maintenance of field devices.

**8. Facility Management Services**

The Facility Management Services are required to be provided on 24x7 basis. The following are the broad coverage of services to be provided by the successful bidder, but not limited to:

- a. Liaison with various vendors/OEMs for related works, equipment and services associated with DRDC site.
- b. To monitor and ensure that all the environmental infrastructure at the DRDC site are functioning properly.
- c. Regular monitoring against threshold limits for environmental conditions like temperature, humidity, power supply etc.
- d. Physical inspection, checking and cleaning up of all the equipment within the DRDC site.
- e. Check voltage through BMS Software / UPS room
- f. Check MPLS lease line connectivity at periodic intervals
- g. Check LEDs of all servers at periodic intervals
- h. Track and follow-up the problem with designated person/service provider till the problem is resolved.
- i. Daily monitoring of environment conditions and taking preventive and corrective actions.
- j. Periodic testing of all infrastructure devices.
- k. Resources for Facility Management Services: The bidder shall be required to depute minimum following resources to meet the service requirement at DRDC site.
- l. The bidder shall be required to deploy one service engineer in each shift responsible for day to day operations and monitoring in shift of 8 Hours on all days of the week on 24x7 basis.

**General Qualification and Experience of Resources:** The resources deployed for the job must have suitable qualification (Minimum Diploma / Engineer) and experience (min 2 years) for the assigned job. The bidder should provide the bio-data of the personnel to be deployed. If the service of particular personnel is not satisfactory, OIL shall ask for suitable replacement and the bidder shall be required to provide the replacement within a week.

**Computer resources for FMS engineers:** The bidder should provide the FMS engineers the necessary laptop/desktop and printers required for providing the service.

The resources requirement on per shift basis is as below, the Service Provider may deploy additional 2 resources to cover the weekly offs and manage the Government holidays.

Shift	Shift Timing	Number of Support Personnel to be deployed
A	8 hours	1
B	8 hours	1
C	8 hours	2

**9. DR Drill Services and support during DC-DR Actual Failover**

The objective of the drill process shall be to demonstrate the Disaster Recovery functionality of the designed business continuity process. The production system of primary site shall not be down beyond acceptable business limits on account of testing. Suitable method need to be adopted to minimize the effect on production system. In order to carry out the testing, the Service Provider shall be required to give the test plan in writing to OIL and any deviation in test plan during execution need to be documented. After each testing, the Disaster Recovery and Business Continuity Process documents shall be updated with version control. These documents shall be made available to OIL for future reference.

The Disaster Recovery drill need to be carried out half-yearly to validate the DR functionalities in terms of desired RTO. The Service Provider shall carry out the Disaster Recovery Drill in discussion with OIL India Team.

DR Functionality needs to be tested for following environment:

SAP Landscapes covered as part of DR DRILL are:

ECC(PRD, APP 1 to 5, and DEV), BW(PRD,APP), EP(PRD), SRM (PRD and DEV) , SOLMAN (PRD) and Content Server 1 & 2.

In case of actual disaster at the Primary Data Center, all emergency measures should be put in place to activate the DRDC as production site so as to meet the desired RTO for applications that are covered part of automation scope.

**Recovery Time Objective (RTO) for Actual Disaster to be achieved:** The Service Provider is required to meet the following Recovery Time Objective (RTO):

ECC6	8 Hours
SRM - Supplier Relationship Management	8 Hours
BW – Business Warehouse	24 Hours
EP - Enterprise Portals	36 Hours
Solution Manager	36 Hours

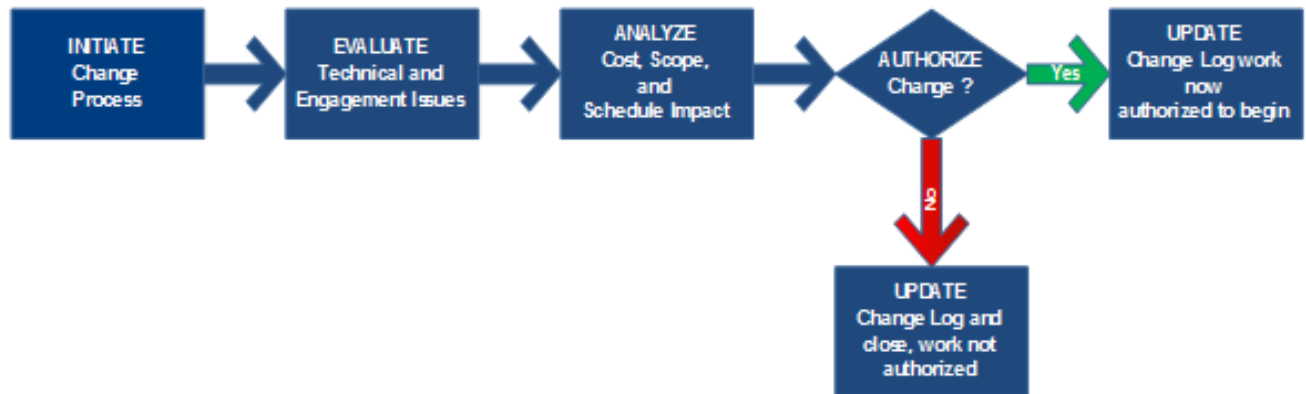
**Oil India Limited Support to this contract**

1. OIL will provide Service Provider with physical access to location for Operation & Maintenance Services.
2. OIL will be responsible for physical security of the items covered in the AMC when located in OIL Limited captive data center(s).
3. OIL shall be providing the link connectivity and the bandwidth between the primary data center and disaster recovery (DR) site. Any issues pertaining to the link will be owned and managed by OIL.
4. OIL shall provide Service Provider access to DR Site 24x7, 365 days/year to perform support services
5. OIL shall allow the physical interaction with storage devices and associated peripheral devices (including power-on/power-off, reading error messages, executing commands, etc.) as requested by Service Provider

6. OIL shall provide input to Service Provider team concerning future business requirements that may impact future capacity forecasting /usage requirements
7. OIL will initiate Change Management Process for additional capacity requirements and contribute from a business and associated capacity consumption/requirement perspective, and will issue Change Requests as per requirement.

**Change Management Process**

The Change Management Process will be implemented as illustrated in the following figure.

**Change Process Decision Matrix**

Either Service Provider (SP) or OIL may initiate a change, in writing. The change will be evaluated and any impact will be identified. The price, scope, and schedule impact (if any) will be analyzed and documented. The change impact will then be processed for OIL authorization or closure.

The change request form will include a description of the change, reason for the change, and initiator of the change; as well as impact to scope, price, quality, schedule, resources, and risks. All changes must be mutually agreed by the parties in writing. Once approved, changes to the initial project will be implemented as described.

If SP and OIL are unable to resolve disposition of change order, the AMC Scope of Work will remain as defined in this document.

**Escalation Process**

Bidder will need to provide the details of escalation management matrix to OIL for the project. A proper help desk / escalation management information of the vendor providing all contact numbers and e-mail IDs of the various escalation levels (L1 to the topmost L3/L4) shall be provided. Information regarding off hour (after official working hours and holidays) contact numbers shall also need to be provided.

OIL shall use an issue resolution process to manage issues between itself and selected Service Provider under this SOW. This process will be defined at the beginning of the term and documented.

This process will be comprised of an issue resolution form and issue escalation table that both mutually develop. Both requestors submit an issue resolution form to log an issue and initiate the escalation process. The issue resolution process adheres to the escalation process that is outlined by the issue escalation table. This table defines the level 1, 2, 3, and 4 escalation managers for the Department and SP.

When a manager level is unable to agree on an issue resolution plan within FIVE (5) business days of receiving the issue resolution form or initially meeting to discuss the issue, then the issue shall be escalated to the next management level for evaluation.

For each management level, the issue and escalation process typically will follow these steps:

OIL (the Department) or SP requester shall submit a completed issue resolution form for an issue to the level 1 manager(s).

Each level of manager shall:

- Evaluate the issue.
- Communicate their issue disposition to the requester.
- Develop a plan to resolve the issue and, upon mutual concurrence, implements the plan and closes the issue.
- If a manager level is unable to agree on a plan for resolving the issue within five business days of receiving the issue resolution form or initially meeting to discuss the issue, then either of the level's both manager(s) may escalate the issue to the next manager level and request them to meet to evaluate the issue.
- The requester will have the opportunity to acknowledge acceptance of the resolution.
- In the event that the level 4 manager(s) are unable to resolve an issue, either OIL or SP party may escalate the issue to the organizations' appropriate Senior Management.

**Payment Terms:**

The payment to the Service Provider against the invoice will be made by OIL within thirty (30) calendar days from the date of invoice submission to OIL (after deduction of penalty, if any) provided invoice is correct in all respect and it is as per terms & conditions of the contract.

The payment for the following Services shall be as per mentioned below:

S. No.	Activity	Frequency	Payment Frequency
1	IT & Non IT Equipment AMC	Periodic	Quarterly
2	Resident Engineer & Facility Management Services	Periodic	Quarterly
3	Data Protector Support	Periodic	Yearly
4	DR Drill - Half Yearly	One time	As per occurrence (once in 6 months)
5	DC-DR Actual Failover	As per occurrence	As per occurrence
6	UPS Battery Replacement	On Actual	On Actual

**Service level Requirement**

The following set of Service levels is defined for the DRDC site. These Service levels are defined as the minimum requirement. The infrastructure maintenance services are associated with penalty clause to have desired Uptime availability and delivery of service to OIL. The penalty shall be limited to this scope only and will be applied on the price for this service only.

Maintenance Service	Severity	Response Time	Recovery Time	Resolution Time
SAP ECC6 and SRM	Non Availability & Severity 1	15 minutes	2 hours	1 day
Server Production Environment BW, Solution Manager, EP Production Servers, Content Server and Other Unix/ Intel Servers Storage SAN / SAN Switches				
Backup solution (includes tape library)	Severity 2	2 hours	4 hours	2 days
Network & Security	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days
UPS Precision AC	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	2 hours	4 hours	2 days

**Definitions of Services:**

**Non-Availability:** Is defined as, the service is not available.

**Severity Level 1:** Is defined as, the Service is available but the critical redundant components have failed and there is urgent need to fix the problem to restore the service to the high availability Status or more than 50% users are affected.

**Severity Level 2:** Is defined as, the service is available but there is compromise on the features available in the system and are required to fix the problem to bring the service to Normal Level.

**Resolution Time:** Represents the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.

**Recovery Time:** Represents the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.

**Response Time:** Represents the period of time from the problem occurrence to the time when the problem is first attended by the Service Provider's engineer.

**Critical service:** Is defined as, 99% service availability mentioned in Penalty Measurement Clause



**Uptime Calculation**

Uptime Calculation for the quarter:  $\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total Hours}] \times 100\}$ .

“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 Service Provider’s (or Service provider’s) failure to exercise due care in performing Service Provider’s responsibilities.

OIL would provide a maximum of 08 hours of planned downtime for the preventive maintenance ( as part of scheduled downtime) per quarter per equipment/service.

The downtime for scheduled maintenance (patch application, upgrades – OS, SAP, Database, etc.) would need to be mutually agreed between OIL and the Service Provider. 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).

**Downtime Calculation:**

The recording of downtime shall commence at the time of registering the call with the Service Provider, Field Engineers for any downtime situation for the equipment.

Downtime shall end when the problem is rectified and the application/service is available to the user.

Down time will not be considered for following:

- Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
- Fail over time (30 minutes) in case of cluster environment. Beyond which the service would be considered to be not available and appropriate penalty will be imposed on the Service Provider.
- 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 Service Provider for remedial.

The site engineer will maintain logs for downtime and shall be signed by both site engineer and OIL personnel for calculation of penalty.

**Critical Component / Service:**

Critical Component / Services	Critical	Less Critical
CPU	Yes	
RAM	Yes	
Backplane	Yes	
Boot Hard Disk	Yes	
Tape Library	Yes	
DVD Drive/ CD Drive		Yes
LAN Card	Yes	
LAN Connectivity within the DRDC from the server up to Gateway level	Yes	
HBA	Yes	
Storage Subsystem	Yes	

SAN Connectivity	Yes	
Hard Disk in Storage	Yes	
Any component in the Backup Solution	Yes	
Operating System	Yes	
Console	Yes	
Power Distribution Unit	Yes	
Power Supply	Yes	
Cache	Yes	
Any other component or service (not listed above)that stops the functioning of the equipment	Yes	
Any component that does not affect the operations of the equipment immediately.		Yes
UPS	Yes	
Precision AC	Yes	

**Availability Definitions:**

Maintenance Service	Non Availability	Severity 1	Severity 2
SAP ECC6 and SRM Server Production Environment	DB and CI server & clustered App Server (hardware/OS) are down	Either DB or CI or clustered App server (hardware/OS) is down	
	One or More App Servers are down (hardware/OS)	1 App. Server is down (Hardware/OS)	
	If any of the “critical” component has failed leading to the server or the application being down.	If any of the redundant components has failed	If any of the “less critical” components has failed.
BW, Solution Manager, EP Production Servers, web dispatcher and Content Server	If the Application is down (hardware/OS)		
	If any of the “critical “ component has failed leading to the server or the application being down	If any of the redundant components has failed	If any of the “less critical” components has failed.
Other Unix/ Intel Servers	If the Application is down (hardware/OS)		
	If any of the “critical” component has failed leading to the server or the application being down	If any of the redundant components has failed	If any of the “less critical” components has failed.
	If more than one disks fail in any of the RAID configurations	If one disks fail in any of the RAID configurations	
	If the SAN is down due to any hardware/ software/ firmware failure	If any of NICs or FC- AL cards fail or redundant routes to SAN or in network fail	Any of the redundant components fail

Maintenance Service	Non Availability	Severity 1	Severity 2
XP Storage / SAN Fabric		If one of the controllers in the high availability configuration fail	
	If both SAN Switches fail	If one of the SAN Switches fail.	Any of the redundant components fail
Network And Security	Either both firewalls in a single cluster in high availability combinations or load balancer fail in various zones of the network	If one of the firewalls in a cluster in high availability combination fails.	
	Switches in high availability combinations fall in various zones of the network	If one of the switches is down in high availability combination in various zones of the network	
	If both the routers are down	If one of the router is down	
	If both the Central switches in the data center fail	If one of the central switches in the data center fail	
Backup solution (includes Tape Library)	If either backup server or tape library or the connectivity between Tape library, Backup server and SAN fails.	If any of NICs of FC- AL cards fail or redundant routes to SAN or in network fail	Any of redundant components fail
	If the Backup Software or backup agent on any of the server fails		
UPS	If both the UPS are down	If one of UPS is down	If any component fails but which does not result in any of the service failure.
Precision AC	If all the three PACs are down or Temperature is not maintained within the desired limit	If one of PAC is down	If any component fails but which does not result in any of the service failure.
Isolation Transformer	Isolation Transformer is not functioning properly		

**Recovery Time Objective (RTO) for Actual Disaster:**

The Service Provider is required to meet the following Recovery Time Objective (RTO):

1.	ECC6	8 Hours
2.	SRM - Supplier Relationship	8 Hours
3.	BW – Business Warehouse	24 Hours
4.	EP - Enterprise Portals	36 Hours
5.	Solution Manager	36 Hours

**Penalty Measurement:**

Service	Measurement	Expected Minimum Uptime Availability in %	Penalty Criteria based on the Actual Uptime Availability
Critical service: ECC6 , BW, SRM, EP, Solution Manager Production Servers, web dispatcher, Content Servers, All application server, Data Center Network, SAN storage, SAN switch, Backup solution (includes Tape library)	Systems hardware, Software, OS, related storage Sub systems, SAN availability to support Application Execution. Application server, UPS availability	99	2% of QMC for less than 99% 4% of QMC for less than 98% 10% of QMC for less than 97%
Critical service: UPS	UPS availability Battery Banks and related components related (Primary and standby)	99	2% of QMC for less than 99% 4% of QMC for less than 98% 10% of QMC for less than 97%
Application/ other Unix and Intel Servers	Systems hardware, Software, OS, related storage Sub systems, SAN availability to support Application Execution, Application server	98	0.25% of QMC for less than 98% 1% of QMC for less than 97 % 5% of QMC for less than 95%
Precision Air Conditioning System	Temperature	98	0.25% of for less than 98% 1% of QMC for less than 97 % 5% of QMC less than 95%

Note : QMC Stands for Quarterly Maintenance Charge for IT & Non-IT Infrastructure Combined.

**Calculation of Penalty**

Total Penalty shall be calculated as per following calculation:

- Calculate penalty for each of the service independently based on the minimum acceptable Service level defined above. In case of failure of a service results in multiple service failures (example storage failure results in non-availability of all the SAP applications), the penalty charged would be sum total of all penalties for the services being down.
- Penalty for unauthorized absence of onsite Service Engineer will be @ Rs.1,000/- per day
- Penalty deduction for unauthorized absence of FMS Engineer will be @ Rs.1000/- per day.

Total annual penalty shall not exceed 15% of the total annual Charges.

In case DR testing of the entire landscape is not conducted for the entire year due to vendor reasons, maximum annual penalty i.e. 15% of the total annual Charges will be levied.

In case DR testing of the entire landscape is not conducted for two years due to vendor reasons, Performance Bank Guarantee will be invoked, in addition to the levy of maximum penalty.

In case the desired RTO is not met during actual disaster (for reasons attributable to the vendor), maximum annual penalty, i.e., 15% of the total annual charges will be levied.

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**ANNEXURE-A: Inventory of IT Items to be Covered in AMC****UNIX VM List with SAP Sizing & Host Allocation:**

SI No	SAP Instance	Prod/ Non-Prod	OS	SAPS	#cores	Mem(GB)	Host
1	ECC DB	Prod	HP-UX	16000	8	128	Host-1
2	ECC CI	Prod	HP-UX	16000	8	128	Host-2
3	ECC Apps1	Prod	HP-UX	7000	4	64	Host-3
4	ECC App-2	Prod	HP-UX	7000	4	64	Host-2
5	ECC App-3	Prod	HP-UX	7000	4	64	Host-1
6	ECC App-4	Prod	HP-UX	7000	2	64	Host-3
7	ECC App-5	Prod	HP-UX	7000	4	64	Host-1
8	B/W DB	Prod	HP-UX	8000	4	64	Host-3
9	B/W CI	Prod	HP-UX	8000	4	64	Host-2
10	B/W App-2	Prod	HP-UX	8000	2	32	Host-3
11	SRM DB	Prod	HP-UX	16000	6	128	Host-1
12	SRM CI	Prod	HP-UX	16000	4	128	Host-1
13	EP DB PRD	Prod	HP-UX	8000	4	64	Host-1
14	EP CI PRD	Prod	HP-UX	8000	4	64	Host-2
15	Solman Prod	Prod	HP-UX	3000	4	96	Host-1
16	ECC Dev	Non-Prod	HP-UX	4000	4	64	Host-3
17	B/W Dev	Non-Prod	HP-UX	4000	2	32	Host-3
18	SRM Dev	Non-Prod	HP-UX	4000	2	64	Host-3
19	SRM DEV JAVA	Non-Prod	HP-UX	4000	2	64	Host-2
20	ECC QA	Non-Prod	HP-UX	8000	4	100	Host-3

Windows VM List							
SI No	SAP Instance	Prod/ Non-Prod	OS	#CPU Cores (Xeon E5-2600)	Mem(GB)	DR Instace	Host
1	Web Dispatcher	Prod	Windows	4	24	Yes	Host-1
2	SAP Router	Prod	Windows	4	24	Yes	Host-2
3	Content Server	Prod	Windows	3	10	Yes	
4	Content Server nw	Prod	Windows	3	10	Yes	

**Quantity wise Physical Item List**

SI No	Item	Quantity
1	Blade Enclosure	01
2	Unix Servers for SAP	03
3	Unix Servers RX6600	02
4	X86 Server for DMZ / DRM	02
5	X86 Server for Content Server	02
6	SAN Storage	01

7	SAN Switch	02
8	Tape Library	01
9	FC-IP Router for Primary & DR	04
10	DC Top of the Rack Switch	02
11	Firewall	01
12	Server Farm Switch	01
13	Core Switch	01
14	24 Port Gigabit Layer-2 Switch - HPE 5130EI 24G 4SFP+	01
15	48 Port Gigabit Layer-2 Switch - HPE 5130EI 48G 4SFP+	01
16	DRM tool	01

**Detailed Specification of the Items in Inventory****I. Blade Enclosure:**

Parameter	Specification
Enclosure	10U HPE c7000 Enclosure or higher
Power Supplies	6 x Power Supplies
Fans	10 x Active Cool Fans
Management	2 x Management Modules
Ethernet	2 x VC Ethernet Modules with 10G Uplink
Fiber Cannel	2 x VC FC Modules with 8G Uplink
Connectors	Necessary Transceivers and Connectors

**II. Unix Servers for SAP:**

Parameter	Specification
Server	HPE Integrity BL870i4 or higher
CPU	4 x Itanium 9540 CPUs
Memory	576GB Memory
Ethernet Ports	8 * 10G Flex Ethernet Ports
FC HBA Ports	4 x 8Gb FC HBA Ports
HDD	2 x 600GB HDD
OS	HP-UX 11iV3 Base OE
Virtualization	HPE VM & vPAR 6.3
Clustering	HPE ServiceGuard with ServiceGuard for SAP

**III. X86 Server for DMZ / DRM:**

Parameter	Specification
Server	HPE ProLiant DL120 Gen9 or higher
CPU	1 x E5-2630v4 CPU
Memory	64GB Memory
Ethernet Ports	2 * 1G Ethernet Ports
HDD	2 x 500GB HDD
DVD	DVD ROM Drive
OS	Windows 2012/2016 SE

**IV.X86 Server for Content Server :**

Parameter	Specification
Server	HPE ProLiant DL120 Gen9 or higher
CPU	1 x E5-2630v4 CPU
Memory	64GB Memory
Ethernet Ports	2 * 1G Ethernet Ports
FC HBA Ports	2 * 8G or higher FC HBA Ports
HDD	2 x 500GB HDD
DVD	DVD ROM Drive
OS	Windows 2012/2016 SE

**V.SAN Storage:**

Parameter	Specification
Storage	HPE XP7 Storage or higher
Capacity (Initial)	65TB on 600GB SAS SFF Disks 15TB on 1.2TB SAS SFF Disks
Cache	32GB Controller Cache
Host Ports	16 x 16Gbps Fiber Channel host ports
Storage Software	XP Array Manager (as required for the offered configuration) XP Business Copy (Min 30TB Capacity License) XP Continuous Access (Min 30TB Capacity License) XP Performance Advisor (as required for the offered configuration)

**VI.SAN Switch:**

Parameter	Specification
Switch Type	HPE SN6000B or Higher
FC Ports	The switch shall be configured with 36 Ports and shall be scalable up to 48 Ports

**VII.Tape Library:**

Parameter	Specification
Library Type	HPE MSL6480 or Higher modular library
Tape Drives	6 x LTO6 Drives, scalable up to 40 drives
Slots	80 x Slots scalable up to 500+ slots
Media	80 x RW Data Cartridge 5 x Cleaning Cartridge

**VIII.FC-IP Router for Primary & DR:**

Parameter	Specification
Router Type	HPE 1606 SAN Extension Switch of Higher
Ports	Minimum 4 x Active FC Ports per switch with SFP Minimum 2 x Active 1G Ethernet Ports per switch



**IX.HPE 5700 TOR Switch:**

Parameter	Specification
Switch Type	HPE 5700 40XG 2QSFP+ Switch or higher
Ports	40 x 10G Ports + 2 x QSFP Ports
Transceivers and Connectors	Minimum 10 * 7m DAC Cable per switch Minimum 4 * 10G SR SFP+ Transceivers per switch Minimum 8 * 1G RJ45 Ports per Switch

**X.Firewall FG-101E:**

Parameter	Specification
Firewall Type	FG-101E
Specifications	20 x GE RJ45 ports (including 2 x WAN ports, 1 x DMZ port, 1 x Mgmt port, 2 x HA ports, 14 x switch ports), 2 x Shared Media pairs (Including 2 x GE RJ45 ports, 2 x SFP slots) 480GB onboard storage. Max managed FortiAPs (Total / Tunnel) 64 / 32

**XI.Server Farm Switch – HPE 7506:**

Parameter	Specification
Switch Type	HPE FlexNetwork 7500 Switch Series
Ports	48*10/100/1000 Base- T ports 12* 10 Gig interface
Architecture & Slots	Modular architecture, minimum six slots for interface modules
Switching fabric	Min 2.4Tbps
Transceivers and Connectors	Minimum 1 * 1m 40G DAC Cable per switch Minimum 8 * 10G SR SFP+ Transceivers per switch

**XII.Core Switch- 7503:**

Parameter	Specification
Switch Type	HPE FlexNetwork 7500 Switch Series
Ports	48*10/100/1000 Base- T ports 12* 10 Gig interface
Architecture & Slots	Modular architecture, minimum three slots for interface modules
Switching fabric	Min 2.4Tbps
Transceivers and Connectors	Minimum 1 * 1m 40G DAC Cable per switch Minimum 8 * 10G SR SFP+ Transceivers per switch

**XIII.24 Port Gigabit Layer-2 Switch - HPE 5130EI 24G 4SFP+:**

Parameter	Specification
Switch Type	24 Port Gigabit Layer-2 Switch
Ports	24*10/100/1000 Base- T ports 4* 10G SFP+
Switching capacity	128Gbps

Throughput	95Mpps
Transceivers and Connectors	Quantity as required

**XIV.48 Port Gigabit Layer-2 Switch - HPE 5130EI 48G 4SFP+:**

<b>Parameter</b>	<b>Specification</b>
Switch Type	48 Port Gigabit Layer-2 Switch
Ports	48*10/100/1000 Base- T ports 4* 10G SFP+ ports
Switching capacity	176Gbps
Throughput	130Mpps
Transceivers and Connectors	Quantity as required

**--END OF SECTION-V--**

**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 **MAINTENANCE AND OPERATION OF DISASTER RECOVERY CENTRE AT OIL HOUSE, NOIDA**. 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 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.
  5. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  6. The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
  7. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC / IPC Act;
- (2)** The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3)** The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

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

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

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

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

5. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the 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. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

#### **Section 4 -Compensation for Damages**

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

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

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

#### **Section 5 -Previous transgression**

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

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

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

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

**(2)** The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any

violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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

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

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

### **Section: 8 -External Independent Monitor/Monitors**

**(1)** The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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

**(3)** The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

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

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

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

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

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

**(9)** In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

#### **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 / Bidder is a Joint venture or a partnership or a consortium, this agreement must be signed by all partners or consortium members. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor and all sub-contractors shall also sign the IP.

**(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.

**(5)** Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place.

Date .

**(END OF SECTION-VI)**

**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 Two Bid System?	Yes/ No
2.0	Whether submitted Declaration for Bid Security?	Yes/ No
3.0	Whether quoted offer validity of 120 (One Hundred Twenty) days from the original date of Technical bid opening?	Yes/ No
4.0	Whether all BRC/BEC clauses accepted?	Yes/ No
4.1	Whether documentary evidence submitted in support of requirements as per BEC/BRC?	Yes/ No
4.2	Whether Undertaking submitted as per <b>Proforma-I</b> towards submission of authentic information/documents along with the Un-priced Techno-Commercial Bid?	Yes/ No
5.0	Whether prices submitted as per Bidding format?	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
6.1	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
6.2	Whether agreed to submit Performance Security / Security Deposit within 2 weeks of the issue of Letter of Award?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.1	Whether Integrity Pact accepted?	Yes/ No
8.2	Whether Integrity Pact uploaded along with Un-priced Techno-Commercial Bid?	Yes/ No
9.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
9.1	Whether deviation separately highlighted?	Yes/ No/ Not Applicable
10.0	Whether bidder has unique GeM Seller ID?  If <b>YES</b> , bidder to provide GeM Seller ID in E-remittance format ( <b>Proforma-VII</b> )  If <b>NO</b> , Bidder to provide GeM Seller ID in case considered for award of contract before issuance of LOA	Yes/ No

Offer ref ..... Dated .....

**(END OF SECTION-VII)**



**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES**

The Contractor shall adhere to following points while performing the works under this contract.

**A. General / Common:**

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
3. A Contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's Act or omissions at work.
4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety
5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
8. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
9. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer in Charge.
10. The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.
11. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer in Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
12. OIL will communicate all information to the Contractor or his authorized representative only.
13. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
14. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.
15. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
16. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.

17. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

18. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).

19. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

20 The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

21. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.

22. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

23. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non- compliance, the Contractor will be penalized as per the terms of the Contract.

24. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

25. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.

26. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

**(END OF SECTION-VIII)**

OIL INDIA LIMITED (A Government of India Enterprise)							
DESCRIPTION OF WORK/SERVICE: MAINTENANCE AND OPERATION OF DISASTER RECOVERY CENTRE AT OIL HOUSE, NOIDA							
NAME OF BIDDER							
Bidder's GSTIN No.							
SAC Code							
PRICE BIDDING FORMAT: E-TENDER NO. CLI9878L22							
		Unit of Measurement	Quantity	Unit Rate (Rs) to be quoted Excluding GST	GST Rates to be quoted in percentage %	Amount (Rs.) Excluding GST	Amount (Rs.) Including GST
			A	B	C	D=A*B	E = A*B + A*B*C
A	CAMC For IT Items						
10	CAMC For IT Items- 1st Year (01.05.2022-01.05.2023)	Month	12.00			-	-
20	CAMC For IT Items- 2nd Year (01.05.2023-31.12.2023)	Month	8.00			-	-
30	CAMC For IT Items- 3rd Year (01.01.2024-31.12.2024)	Month	12.00			-	-
40	CAMC For IT Items- 4th Year (01.01.2025-31.12.2025)	Month	12.00			-	-
B	CAMC For Non-IT Items						
50	CAMC For Non-IT Items- 1st Year (01.05.2022-01.05.2023)	Month	12.00			-	-
60	CAMC For Non-IT Items- 2nd Year (01.05.2023-31.12.2023)	Month	8.00			-	-
70	CAMC For Non-IT Items- 3rd Year (01.01.2024-31.12.2024)	Month	12.00			-	-
80	CAMC For Non-IT Items- 4th Year (01.01.2025-31.12.2025)	Month	12.00			-	-
C	DRM Tool Support						
90	DRM Tool Support- 1st Year (01.05.2022-01.05.2023)	Month	12.00			-	-
100	DRM Tool Support- 2nd Year (01.05.2023-31.12.2023)	Month	8.00			-	-
110	DRM Tool Support- 3rd Year (01.01.2024-31.12.2024)	Month	12.00			-	-
120	DRM Tool Support- 4th Year (01.01.2025-31.12.2025)	Month	12.00			-	-

PRICE BIDDING FORMAT: E-TENDER NO. CLI9878L22							
		Unit of Measurement	Quantity	Unit Rate (Rs) to be quoted Excluding GST	GST Rates to be quoted in percentage %	Amount (Rs.) Excluding GST	Amount (Rs.) Including GST
			A	B	C	D=A*B	E = A*B + A*B*C
<b>D</b>	<b>DP Support</b>						
<b>130</b>	DP Support- 1st Year (01.05.2022-01.05.2023)	Month	12.00			-	-
<b>140</b>	DP Support- 2nd Year (01.05.2023-31.12.2023)	Month	8.00			-	-
<b>150</b>	DP Support- 3rd Year (01.01.2024-31.12.2024)	Month	12.00			-	-
<b>160</b>	DP Support- 4th Year (01.01.2025-31.12.2025)	Month	12.00			-	-
<b>E</b>	<b>Resident Engineer</b>						
<b>170</b>	Resident Engineer Charges- 1st Year (01.05.2022-01.05.2023)	Month	12.00			-	-
<b>180</b>	Resident Engineer Charges- 2nd Year (01.05.2023-31.12.2023)	Month	8.00			-	-
<b>190</b>	Resident Engineer Charges-- 3rd Year (01.01.2024-31.12.2024)	Month	12.00			-	-
<b>200</b>	Resident Engineer Charges- 4th Year (01.01.2025-31.12.2025)	Month	12.00			-	-
<b>F</b>	<b>Facility Management Service</b>						
<b>210</b>	Facility Management Service- 1st Year (01.05.2022-01.05.2023)	Month	12.00			-	-
<b>220</b>	Facility Management Service- 2nd Year (01.05.2023-31.12.2023)	Month	8.00			-	-
<b>230</b>	Facility Management Service-- 3rd Year (01.01.2024-31.12.2024)	Month	12.00			-	-
<b>240</b>	Facility Management Service- 4th Year (01.01.2025-31.12.2025)	Month	12.00			-	-
<b>G</b>	<b>Other Activities</b>						
<b>250</b>	UPS Battery Replacement 120 AH Make : Quanta/Amaron/Rocket (Estimated to be Done Once Throughout the Contract Period)	Activity Unit	1.00			-	-

PRICE BIDDING FORMAT: E-TENDER NO. CLI9878L22							
		Unit of Measurement	Quantity	Unit Rate (Rs) to be quoted Excluding GST	GST Rates to be quoted in percentage %	Amount (Rs.) Excluding GST	Amount (Rs.) Including GST
			A	B	C	D=A*B	E = A*B + A*B*C
260	DR Drill	Activity Unit	7.00			-	-
270	Actual DR Scenerio	Activity Unit	1.00			-	-
Total (Rs.) (exclusive of GST) ΣD							-
Total (Rs.) (inclusive of GST) ΣE							-
<b>Note:</b>							
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.							
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST)							
3. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.  However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.							
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.  When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.							
5. Input Tax Credit on GST (Goods & Service Tax) for this service is <b>NOT</b> available to OIL & The bids will be evaluated based on total price including GST.							
6. Refer to GCC for detail of GST.							
7. Refer to SCC for Item detail Description.							
8. Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.							

**CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT**

This confidentiality and non-disclosure agreement is executed on..... ' 20\_\_ between

**M/s**.....

AND

**OIL INDIA LIMITED** (hereinafter referred to as OIL), a Government of India Enterprise having its Corporate Office at Plot No. 19, Sector 16A, Noida, UP - 201301, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

WHEREAS, OIL and M/s \_\_\_\_\_ have entered into a contract for “**MAINTENANCE AND OPERATION OF DISASTER RECOVERY CENTRE AT OIL HOUSE, NOIDA**”. M/s \_\_\_\_\_ will have access to certain proprietary and confidential information in due course of time as and when required to be used during the course of time for execution of jobs to be carried out under the project, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein “Confidential Information” means all plans, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party's prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above indicated purpose of this agreement.

2. Each party agrees that:

- a) It will not use any of their Confidential Information for any purpose other than as necessary to perform its services;
- b) It will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof) and
- c) Based on the study result of this dataset, no technical paper or presentation will be published/ shared in any forum/ technical seminar without prior consent of OIL. Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes only.

3. Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.

4. The foregoing obligations of each party shall not apply to:

- a) Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;
- b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;

- c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;  
Or
- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

- 5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
- 6. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of 20\_\_.

**M/s.....**

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**OIL INDIA LIMITED**

By: \_\_\_\_\_ Witness: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**(END OF SECTION-X)**



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

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

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. CLI9878L22 Dated 09.03.2022

To,  
The CGM (C&P)  
Oil India Limited  
Plot No. 19, Sector-16 A Noida

Sir,

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

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

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

Yours faithfully,

For (*type name of the firm here*)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(END OF PROFORMA-I)**

**BID FORM**

To  
M/s. Oil India Limited,  
Plot No. 19, Sector-16 A, NOIDA

**Sub: TENDER No. CLI9878L22**

*Gentlemen,*

Having examined the General Terms & Conditions, Special Conditions of Contract, 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 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 120 days from the original date fixed for Technical Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**(END OF PROFORMA-II)**

**FORMAT OF UNDERTAKING BY BIDDERS FOR  
DECLARING PERCENTAGE OF LOCAL CONTENT**

***(To be submitted on Bidder's letter head)***

To,  
M/s. Oil India Limited,  
Plot No. 19, Sector-16 A, NOIDA

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

Dear Madam / Sir,

I/We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. \_\_\_\_\_ % as per Clause No. 2.5 & 4.4 (b) of the policy vide Letter No. FP-20013/2/2017-FP-PNG- Part(1) (E-36682) dated 23.02.2022 of MoPNG to bid against Tender No. **CLI9878L22**.

The percentage of local content in the bid is \_\_\_\_\_%.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here)

**(END OF PROFORMA-III)**

**STATEMENT OF NON-COMPLIANCE (IF ANY)**  
**(TO CLAUSES OTHER THAN THOSE IN BEC-BRC)**

**(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 other than BEC-BRC in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**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, other than those in BEC-BRC, the same should be indicated as per above format and submit along with their bids. No deviation will be accepted in the clauses covered under BEC-BRC. 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.

**(END OF PROFORMA-IV)**

**PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

*(to be submitted on Bidder's official letter head)*

To  
Chief General Manager (C&P)  
Oil India Limited  
Plot No. 19, Sector-16 A,  
Noida, U.P.

Sir,

**Sub: OIL's TENDER No. CLI9878L22**

I / We \_\_\_\_\_ confirm that Mr./ Ms. \_\_\_\_\_ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **CLI9878L22** for **MAINTENANCE AND OPERATION OF DISASTER RECOVERY CENTRE AT OIL HOUSE, NOIDA.**

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**(END OF PROFORMA-V)**

**PROFORMA LETTER OF AUTHORITY**

*(to be submitted on Bidder's official letter head)*

To  
Chief General Manager (C&P)  
OIL INDIA LIMITED  
Plot No. 19, Sector-16 A,  
Noida, U.P.

Dear Sir,

**SUB: OIL TENDER No. CLI9878L22**

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 Invitation No. **CLI9878L22** for  
**MAINTENANCE AND OPERATION OF DISASTER RECOVERY CENTRE AT OIL HOUSE,  
NOIDA** for any commercial / Legal purpose etc.

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

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Yours faithfully,

Signature : \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

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

**(END OF PROFORMA-VI)**

**[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:

GST Registration Number:

GeM Seller ID:

\_\_\_\_\_  
Signature of Bidder with Official Seal

**(END OF PROFORMA-VII)**

**FORM OF DECLARATION FOR BID SECURITY**

To,  
**M/s. Oil India Limited**  
**Plot No. 19, Sector-16 A,**  
**Noida, U.P.**

Sub: Declaration for Bid Security

Tender No: CLI9878L22 for MAINTENANCE AND OPERATION OF DISASTER RECOVERY CENTRE AT OIL HOUSE, NOIDA.

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

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

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

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/ fraudulent/ collusive/ coercive practice as per procedure.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

**(END OF PROFORMA-VIII)**



**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. Oil India Limited,  
Plot No. 19, Sector-16 A,  
Noida, U.P. - 201301

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs. ....
- b) This guarantee shall be valid till .....
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of BG PLUS one year claim period).

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

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**NOTE:**

The Bank Guarantee issuing bank branch shall ensure the following:

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

- i. "MT 760/MT 760 COV" for issuance of bank guarantee.
- ii. "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBB; Branch Address: HDFC Bank Limited, E-13/29, 2<sup>nd</sup> Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

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

**(END OF PROFORMA-IX)**

**PROFORMA OF BANK GUARANTEE TOWARDS  
PURCHASE PREFERENCE – LOCAL CONTENT**

Ref. No. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To,  
Oil India Limited  
Plot No. 19, Sector 16A  
Noida, UP - 201301  
India

Dear Madam / Sirs,

1. In consideration of \_\_\_\_\_ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees \_\_\_\_\_ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said

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CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees) (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee).

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

WITNESS NO.1

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and address  
(in legible letters)  
With Bank

WITNESS NO.2

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Full name and official address  
(in legible letters)  
Stamp

**(END OF PROFORMA-X)**

**SAMPLE FORM OF AGREEMENT**

THIS AGGREEMENT 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) Integrity Pact,
  - d) Confidentiality and Non-Disclosure Agreement,
  - e) Schedule of Rates,
  - f) Scope of Work & Special Conditions of Contract and,
  - g) General Conditions of Contract
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:

**(END OF PROFORMA-XI)**

**PROFORMA FOR CERTIFICATE FROM THIRD PARTY INSPECTION AGENCY**

*(to be submitted on official letter head of the Third Party Inspection Agency)*

**TO**  
**M/s OIL INDIA LIMITED**  
**Plot No. 19, Sector-16A**  
**Noida, UP - 21301**

Madam / Sir,

**SUB: OIL's IFB No. CLI9878L22**

M/s \_\_\_\_\_ having registered office at \_\_\_\_\_ intend to participate in the above referred tender of OIL INDIA LIMITED.

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

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having \_\_\_\_ nos. pages.

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

Thanking you,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**(END OF PROFORMA-XII)**

**- END OF TENDER -**

**TENDER No. CLI9878L22 dated 09.03.2022**

**ENQUIRY HAS BEEN ADDRESSED TO THE FOLLOWING PARTIES**

SL. NO.	Name of the Parties
1	M/s. Nevaeh Technology Pvt Limited
2	M/s. Chabria Infotech Pvt Ltd.
3	M/s. Commercial Friends
4	M/s. Intec Infonet Pvt Ltd.
5	M/s. Technocom Solutions

**Note:** All addenda, Corrigenda, time extension etc. to the Tender will be hosted on the OIL's website [www.oil-india.com](http://www.oil-india.com).