



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

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

CORRIGENDUM NO. 1 DATED 03.09.2021

to

Tender No. CDI7562P22

for

Hiring of services for Internet Leased Line (ILL) and Multi-Protocol Label switching (MPLS) Service for all Spheres of OIL.

This Corrigendum is issued to notify the following changes:

The following clauses in **PART-III, SPECIAL CONDITIONS OF CONTRACT (SCC), Clause No. C (c), D (b), F & H** has been amended as shown below:

Quote:

C. INSTALLATION AND COMMISSIONING:

- c. The ISP must complete the commissioning of Internet and MPLS Link in all respect within 75 days of issuing of LOA. Service Provider's personnel must be present on-site (IT Department, OIL) during commissioning. Service period of the contract will start from the date of successful commissioning of the Internet and MPLS links.*

D. PENALTY:

- b. If the commissioning of Internet and MPLS Link is not completed as per Clause No. C, (c), a penalty of Rs. 500/- per day will be deducted (for the no of days exceeded after **75 days** of issue of LOA) from the subsequent quarterly bills.*

- F. MOBILIZATION PERIOD: 75 (Seventy-five) days** from the date of issue of LoA.

Note: During the Mobilization period the ISP shall complete the commissioning of Internet and MPLS Link in all respect within 75 days of issuing of LOA.

- H. PERFORMANCE SECURITY: 3.0 %** of annualized contract value. Validity of the performance security / contract performance guarantee shall be valid for **03 (three) months** beyond the contract period.

*In Case the Contractor sought benefits under PP-LC policy and the contract was awarded based on PP-LC policy, the contractor shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-XIV**) equivalent to the amount of Performance Security towards fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.*

:Unquote

All others terms and conditions of the Bid Document remain unchanged.


DGM-CONTRACTS (TS & S) / GM-CONTRACTS (i/c)

In view of amendment in **PART-III, SPECIAL CONDITIONS OF CONTRACT (SCC), Clause No. C (c), D (b), F & H**, against the subject tender, it is proposed to issue Corrigendum No. 1 to amend the same.

Your concurrence to the above is therefore requested, please.


SR. OFFICER- CONTRACTS (S)

PROFORMA OF BANK GUARANTEE TOWARDS PURCHASE
PREFERENCE – LOCAL CONTENT

Ref. No. _____

Bank Guarantee No. _____

Dated _____

To,

Oil India Limited

India

Dear Sirs,

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

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or



any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

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

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

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

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

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

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

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

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has



been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

WITNESS NO.1

(Signature)

Full name and official address

(in legible letters)

Stamp

(Signature)

Full name, designation and address

(in legible letters)

With Bank

WITNESS NO.2

(Signature)

Full name and official address

(in legible letters)

Stamp

Attorney as per power of

Attorney No. _____

Dated _____

Ramun