

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS & PURCHASE DEPARTMENT
PLOT NO. 19, SECTOR 16A, NOIDA- 201301

CORRIGENDUM NO.-1

Tender No. SLI9574P22 dated 08.02.2022

This Corrigendum No. 1 dated 02.03.2022 to Tender No. SLI9574P22 for - “SUPPLY, INSTALLATION, COMMISSIONING & MIGRATION OF IT HARDWARE FOR SEISMIC INTERPRETATION ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC), RESIDENT ENGINEER AND FACILITY MANAGEMENT SERVICE (FMS) FOR E&D DIRECTORATE, OIL INDIA LIMITED, DELHI.” is issued to notify the followings:

1.0 Following Clauses under the tender have been amended /modified as under:

Sl. No.	Tender Clause No & Page No.	Existing Clause	Amended Clause
1.	Point No. (ii) of Clause No. 2.2 Item: Storage under Section - V (Page No. 30)	ii. The proposed array should be a Hybrid array and have minimum dual active-active controllers with NSPoF architecture & 99.999% availability. Controllers shall be true symmetric active-active so that a single logical unit can be shared across all offered controllers in symmetrical fashion, while supporting all the major functionalities like Thin Provisioning etc.	ii. The proposed array should be a Hybrid array and have minimum dual active-active controllers with NSPoF architecture & 99.999% availability. Controllers shall be active-active so that a single logical unit can be shared across all offered controllers, while supporting all the major functionalities like Thin Provisioning etc.
2.	Point No. (iii) of Clause No. 2.2 Item: Storage under Section - V (Page No. 30)	iii. Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives without any reboot of controller.	iii. Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives without any storage array or application downtime.
3.	Point No. (iii) of Clause No. 2.2 Item: Storage under Section - V	v. Cache: Proposed storage shall have minimum 256 GB protected DRAM cache.	v. Cache: Proposed storage shall have minimum 192 GB protected DRAM cache.

	(Page No. 30)																				
4.	9.0 Project Timeline under Section – V (Page No. 40) and under Forwarding Letter (Page No. 5-6)	9.0 Project Timeline: The Supply, Installation and Commissioning (including Data Migration) shall be completed by the successful Bidder within 4 Months of placement of LOA/PO. Once the Installation and Commissioning (including Data Migration) is done Warranty for the newly installed system shall start along with Resident Engineer and Facility Management Service. Detailed timeline of the project is as under: <table><tr><th>Sl. No</th><th>Description</th><th>Timeline</th></tr><tr><td>1</td><td>Supply, Installation and Commissioning (Including Data Migration) of IT hardware for seismic Interpretation</td><td>Within 04 Months from the date of issue of LOA/PO.</td></tr><tr><td>2</td><td>Service of Resident Engineer (RE) and Facility Management Service (FMS) during Warranty Period</td><td>01 (One) year from the Date of Installation and Commissioning (including Data Migration).</td></tr></table>	Sl. No	Description	Timeline	1	Supply, Installation and Commissioning (Including Data Migration) of IT hardware for seismic Interpretation	Within 04 Months from the date of issue of LOA/PO.	2	Service of Resident Engineer (RE) and Facility Management Service (FMS) during Warranty Period	01 (One) year from the Date of Installation and Commissioning (including Data Migration).	9.0 Project Timeline: The Supply, Installation and Commissioning (including Data Migration) shall be completed by the successful Bidder within 6 (Six) Months of placement of LOA/PO. Once the Installation and Commissioning (including Data Migration) is done Warranty for the newly installed system shall start along with Resident Engineer and Facility Management Service. Detailed timeline of the project is as under: <table><tr><th>Sl. No</th><th>Description</th><th>Timeline</th></tr><tr><td>1</td><td>Supply, Installation and Commissioning (Including Data Migration) of IT hardware for seismic Interpretation</td><td>Within 06 (Six) Months from the date of issue of LOA/PO.</td></tr><tr><td>2</td><td>Service of Resident Engineer (RE) and Facility Management Service (FMS) during Warranty Period</td><td>01 (One) year from the Date of Installation and Commissioning (including Data Migration).</td></tr></table>	Sl. No	Description	Timeline	1	Supply, Installation and Commissioning (Including Data Migration) of IT hardware for seismic Interpretation	Within 06 (Six) Months from the date of issue of LOA/PO.	2	Service of Resident Engineer (RE) and Facility Management Service (FMS) during Warranty Period	01 (One) year from the Date of Installation and Commissioning (including Data Migration).
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		<p>Notes:</p> <p>i) Bidders are required to quote their rates for Service of Resident Engineer (RE) and Facility Management Service (FMS) for the initial 1st year (i.e. during the warranty period) in Part-A of Price Bidding format.</p> <p>ii) After expiry of warranty period of 1 year, a separate contract shall be signed with the successful bidder for Comprehensive Annual Maintenance Contract (CAMC) along with the Service of Resident Engineer (RE) and Facility Management Service (FMS) for a period of 04 (Four) years from the date of expiry of Warranty period.</p> <p>iii) Rates for Comprehensive Annual Maintenance Contract (CAMC), Service of Resident Engineer (RE) and Facility Management Service (FMS) for the 4 (four)</p>		<p>Notes:</p> <p>i) Bidders are required to quote their rates for Service of Resident Engineer (RE) and Facility Management Service (FMS) for the initial 1st year (i.e. during the warranty period) in Part-A of Price Bidding format.</p> <p>ii) After expiry of warranty period of 1 year, a separate contract shall be signed with the successful bidder for Comprehensive Annual Maintenance Contract (CAMC) along with the Service of Resident Engineer (RE) and Facility Management Service (FMS) for a period of 04 (Four) years from the date of expiry of Warranty period.</p> <p>iii) Rates for Comprehensive Annual Maintenance Contract (CAMC), Service of Resident Engineer (RE) and Facility Management Service (FMS) for the 4 (four)</p>							

		years after expiry of warranty period of 1 year to be quoted in Part-B of Price Bidding Format.	years after expiry of warranty period of 1 year to be quoted in Part-B of Price Bidding Format.
5.	Clause (iii) LD Applicability under 10.0 Special Terms and Conditions under section-V (Page No. 41)	iii. LD Applicability - If the successful bidder is unable to Deliver, Install and Commission the New System within 4 Months of Placement of LOA (Letter of Award) from OIL, LD will be applicable as per Tender Terms.	iii. LD Applicability - If the successful bidder is unable to Deliver, Install and Commission (including Data Migration) the New System within 6 (Six) Months of Placement of LOA (Letter of Award) from OIL, LD will be applicable as per Tender Terms.
6.	Clause 11.0 Payment Terms under section-V (Page No. 41-42)	<p>11.0 Payment Terms:</p> <p>i. 70% of the Material Cost shall be paid after delivery of all the items.</p> <p>ii. 30% of the Material Cost including full Installation & Commissioning Charges shall be paid after successful Commissioning of all the systems (including Documentation).</p> <p>iii. CAMC Charges shall be paid on quarterly basis after successful completion of each quarter of CAMC Services.</p> <p>iv. Resident Engineer Charges shall be paid on quarterly basis after successful completion of each quarter during warranty and CAMC period.</p> <p>v. Charges for FMS (Facility Management Service) shall be paid on quarterly basis after successful completion of each quarter of FMS Service during warranty and CAMC period.</p> <p>vi. Successful Bidder shall have to submit the certification against the payment of his personnel along with Invoices for Resident Engineer and FMS Services.</p> <p>Note:</p>	<p>11.0 Payment Terms:</p> <p>i. 80% of the Material Cost (Item No 10 to 110 of Price Bid Format) shall be paid after delivery of all the items.</p> <p>ii. 20% of the Material Cost (Item No 10 to 110 of Price Bid Format) including full Installation & Commissioning Charges shall be paid after successful Commissioning of all the systems (including Documentation).</p> <p>iii. CAMC Charges shall be paid on quarterly basis after successful completion of each quarter of CAMC Services.</p> <p>iv. Resident Engineer Charges shall be paid on quarterly basis after successful completion of each quarter during warranty and CAMC period.</p> <p>v. Charges for FMS (Facility Management Service) shall be paid on quarterly basis after successful completion of each quarter of FMS Service during warranty and CAMC period.</p> <p>vi. Successful Bidder shall have to submit the certification against the payment of his personnel along with Invoices for Resident Engineer and FMS Services.</p>

		<p>In case Material Value (Item No 10 to 110 in Price Bid Format) including Installation & Commissioning Charges (Item No 120 in Price Bid Format) is more than 70% of total Evaluated Value including CAMC, RE & FMS (Item No 130 to 260 of Price Bid Format), then the differential amount (i.e Actual Quoted Material Value and Installation & Commissioning Charge exceeding 70% of Total Quoted Cost) shall be paid in equal 16 interest-free instalments after each quarter of completion of CAMC. Payment terms shall be modified accordingly.</p> <p>Illustration: Suppose Total Project Cost (Including Material, Installation & Commissioning, CAMC, RE, FMS) = Rs 1000/- Material Value = Rs 600/- Installation & Commissioning Cost = Rs 140/- Material Value + Installation & Commissioning Charge = Rs 740/- CAMC, RE, FMS Cost = Rs 260/- Value Exceeding 70% of Total Project Cost = (740-700) = Rs 40 This Amount (Rs 40/-) will be paid after each quarter of completion of CAMC in equal instalment of Rs 2.5/-.</p>	<p>Note:</p> <p>In case Material Value (Item No 10 to 110 in Price Bid Format) including Installation & Commissioning Charges (Item No 120 in Price Bid Format) is more than 70% of total Evaluated Value including CAMC, RE & FMS, then the differential amount (i.e Actual Quoted Material Value and Installation & Commissioning Charge exceeding 70% of Total Quoted Cost) shall be paid in equal 16 interest-free instalments after each quarter of completion of CAMC. Payment terms shall be modified accordingly.</p> <p>Illustration: Suppose Total Project Cost (Including Material, Installation & Commissioning, CAMC, RE, FMS) = Rs 1000/- Material Value = Rs 600/- Installation & Commissioning Cost = Rs 140/- Material Value + Installation & Commissioning Charge = Rs 740/- CAMC, RE, FMS Cost = Rs 260/- Value Exceeding 70% of Total Project Cost = (740-700) = Rs 40 This Amount (Rs 40/-) will be paid after each quarter of completion of CAMC in equal instalment of Rs 2.5/-.</p>
7.	Bidding Format (Price Bid)	Total Cost for Part-A (in Rs.) including all taxes & GST	Total Cost for Part-A F.O.R. Destination (Destination: E&D DIRECTORATE, OIL INDIA LIMITED, NBCC Centre, Plot No.2 ,Okhla, Phase-I, New Delhi-110020) including all taxes & GST (Rs.)
8.	Notes to Bidding	Note: i) Bidder to Mandatorily quote against all items.	Notes: i) Bidder to Mandatorily quote against all items.

	Format (Price Bid)	<p>ii) Kindly take note of the Tender Document while quoting the rate.</p> <p>iii) 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 all taxes & GST.</p>	<p>ii) The unit rates (in Rs.) against Line Item Nos. 10 to 110 to be quoted for F.O.R. Destination (Destination: E&D DIRECTORATE, OIL INDIA LIMITED, NBCC Centre, Plot No.2 ,Okhla, Phase-I, New Delhi-110020) including all taxes but excluding GST. Bidders should quote rates inclusive of transportation charge, insurance charge, out of pocket expenses etc.</p> <p>iii) Kindly take note of the Tender Document while quoting the rate.</p> <p>iv) 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 all taxes & GST.</p>
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2.0 The **Amended Bidding Format (Price Bid)** incorporating changes indicated in this Corrigendum has been uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal. **Bidders are requested to quote as per Amended Bidding Format (Price Bid).**

3.0 Reply of OIL against Pre-bid queries is enclosed vide **Annexure-A**.

4.0 In the Header Details of GENERAL CONDITIONS OF CONTRACT (GCC) of Tender Document, there is a typographical error. Tender No. TENDER No. LCP8443S22 DATED 01.10.2021 has been mentioned there instead of Tender No. SLI9574P22 dated 08.02.2022. Therefore, bidders are requested to consider **Tender No. SLI9574P22 dated 08.02.2022** instead of existing.

All others terms and conditions of the Tender/Bid Document including all previous amendments / Addendums, if any, shall remain unchanged. Details can be viewed at www.oil-india.com.

MANAGER – C&P

Annexure-A to Corrigendum No. 1 to e-Tender No. SLI9574P22

OIL's Reply to Technical Queries of bidders:

Vendor.	Section	Current Specifications	Changes Proposed by bidder	Remarks by Vendor	OIL's Reply
Dell	2.2 Item: Storage	(ii) The proposed array should be a Hybrid array and have minimum dual active-active controllers with NSPoF architecture & 99.999% availability. Controllers shall be true symmetric active-active so that a single logical unit can be shared across all offered controllers in symmetrical fashion, while supporting all the major functionalities like Thin Provisioning etc.	(ii) The proposed array should be a Hybrid array and have minimum dual active-active controllers with NSPoF architecture & 99.999% availability. Controllers shall be true symmetric / Asymmetric active-active so that a single logical unit can be shared across all offered controllers in-symmetrical fashion , while supporting all the major functionalities like Thin Provisioning etc.	The mentioned clause is vendor specific and Dell does not qualifies here. Hence request you to please help with the mentioend changes so that we can qualify and participate in this tender	Clause modified through corrigendum No. 1.
Dell	2.2 Item: Storage	(iii) Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives without any reboot of controller.	(iii) Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives without any reboot of controller the storage array or application downtime .	The mentioned clause is vendor specific and Dell does not qualifies here. Hence request you to please help with the mentioend changes so that we can qualify and participate in this tender	Clause modified through corrigendum No. 1.
Dell	2.2 Item: Storage	(iv) Offered storage shall be based upon Intel CPUs and shall be supplied with at-least 12 numbers (Minimum 6 Core per Controller) of CPU cores.	(iv) Offered storage shall be based upon Intel CPUs and shall be supplied with at-least 12 32 numbers (Minimum 6 16 Core per Controller) of CPU cores.	6 Cores per controller are too less for the modern high performance application requirements. Hence request you to please change the clause as mentioned	No Change in the clause.
Dell	2.2 Item: Storage	(v) Cache: Proposed storage shall have minimum 256 GB protected DRAM cache.	(v) Cache: Proposed storage shall have minimum 256 192 GB protected DRAM cache.	Latest Generation of Intel CPUs for Storage arrays are built on the architecture with 8 memory lanes which makes the cache configuraiton as 192GB, 384GB, 768GB and so on. Instead of 128GB, 256GB, 512GB and so on as it was in the older generation Intel CPUs. In order to ensure that every vendor quotes the storage with latest generation CPUs, it's important that the cahce size mentioned is 192GB or higher	Clause modified through corrigendum No.1.
Dell	2.2 Item: Storage	(vi) Front-end Ports: The proposed storage array should configured with 8 x 16Gbps FC ports or higher to provide scalable and dedicated connectivity to hosts.	(vi) Front-end Ports: The proposed storage array should configured with 8 x 16 32 Gbps FC ports or higher to provide scalable and dedicated connectivity to hosts.	32Gbps FC Ports are latest generation FC ports on Storage arrays which can autonegotiate to 16 & 8Gbps speeds. Hence request you to please change the clause as mentioned so that every bidder quotes the latest generation storage arrays.	No Change in the clause.

Dell	2.2 Item: Storage	(ix) Storage shall support Block Protocols such as FC Protocol.	(ix) Storage shall support and configured with Block Protocols such as FC Protocol and File Protocols such as NFS & SMB/CIFS on day one	Majority of sesemic applications generates both block as well as file/unstructured data like images. The proposed storage should support both block as well as file protocols to ensure that both databases and files/images can be stored on the same storage array.	No Change in the clause.
Dell	2.2 Item: Storage	(xii) Offered storage should be configured with Encrypted drives for enhanced security	(xii) Offered storage should be configured with Encrypted drives HW Controller Based Encryption without any dependency on any spefic drive type or software for enhanced security	The encryption should not be dependent on a specific drive type but as the data in non-encrypted drive can be compromised. Hence the encryption technology should be HW controller based encryption where all the data written is in encrypted form without any dependency on a specific drive type	No Change in the clause.
Dell	2.11 Item : External Tape Drive			The RFP already asks for a Tape Library on Page 32 - 2.5 Item: Tape Library. Please suggest if both Tape Library & Tape Drive needs to be proposed for the same project. Instead of Tape Drive, our recommendataion would be to have a D2D Backup appliance.	No Change in Tender Clause. This item is standalone for the purpose of Data Copy Tapes from Workstations.

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Reply to queries of M/s. Schlumberger Solutions Private Limited.					
Sl. No.	Clause No. of Bidding Document	Description	Query/Suggestion by bidder	Remark by Bidder	OIL's Reply
FORWARDING LETTER					
BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)					
1.	SECTION-III, 1.1.1		The bidder should have experience of at least one SIMILAR ORDER of minimum value Rs. 2,20,00,000/- (Two Crore Twenty Lakh) only in previous 5 (Five) years to be reckoned from the original bid closing date.	Please confirm that amount is included GST.	Amount is inclusive of GST.
GENERAL CONDITIONS OF CONTRACT (FOR SERVICE)					
2.	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 <u>and mutually agreed</u> 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.	Any extra/ additional work or alteration or substitution of work / services to be mutually agreed. It is clarified by OIL in Tender No CDG5704P21 that any change will be through a change order and mutually agreed.	Any change will be through a change order and mutually agreed.

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3.	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 <u>upon mutual agreement by the parties COMPANY/its site representative</u> during the execution of contract in the best interest of service.	Any changes to the specifications to be mutually agreed. It is clarified by OIL in Tender No CDG5704P21 that any change will be through a change order and mutually agreed.	Any change to contract agreement will be covered by change order and mutually agreed.
4.	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 <u>upon mutual agreement</u> . COMPANY's instruction in this regard shall be final and binding.	Any changes to be mutually agreed.	No change in the clause.
5.	14.1	Insurance	Insurance 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	Bidder would like to inform that we have Umbrella Insurance (Comprehensive General Liability Insurance) which covers the requirements under clause 14.16 ii - Commercial	No change in the clause.

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		<p>progress from time to time and the interest of Company against to cover all risks assumed by Contractor as detailed herein. The form and the limit of such insurance shall be 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</p> <p>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</p>	<p>General Public Liability and clause 14.16 v -Public Liability Act Policy and the limit shall be as per existing umbrella insurance only. Hence, Contractor shall not be taking contract specific insurances. We shall issue contract specific insurance certificate only.</p> <p>As we shall not be taking contract specific insurance, we request removal of the provision of "limits of insurances", if any, mentioned elsewhere in the tender.</p>	
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			with Indian Insurance Companies to the extent required as per the regulations.		
6.	14.6		Contractor shall also inform the Company at least 60 30 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.	We request the notice period to be limited to 30 days as it is the standard practice of the industry and it is in contradiction with clause 14.5 (e).	No change in the clause.
7.	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.	We request deletion of this penal interest provision as Contractor will any way be liable or responsible for the obligation undertaken in the contract, whether the insurance is maintained or not.	No change in the clause.
8.	14.8		Contractor on demand from Company shall furnish the	We shall be submitting only "certificate of insurance"	No change in the clause.

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			<p>Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.</p> <p>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, <u>but to the extent of the Contractor's liabilities under the Contract.</u> OH will have no liability on this account.</p>	<p>issued by the insurance provider.</p> <p>Third party liability will be subject to the liabilities of Contractor under the Contract.</p>	
9.	14.9	<p>Principal Assured</p> <p><u>Additional Assured</u></p>	<p>The following are to be included as Principal Assured (s) in the Insurance Policies (except in case of Workmen's</p>	<p>Additional assured requirement is to be limited to the extent of liabilities assumed by Contractor under the contract.</p>	No change in the clause.

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			<p>Compensation/Employer's Liability insurance): "Oil India Limited" and CONTRACTOR's name (as appearing in the Contract /LOA)". <u>"Oil India Limited is to be named additional assured on the insurance policies, (except in case of Workmen's Compensation / Employer's Liability Insurance) limited only to the extent of liabilities assumed by Contractor under this Contract.</u></p>		
10.	14.10	Waiver of subrogation:	<p><u>Except for the workmen's Compensation / Employer's Liability Insurance for workmen engaged under this contract which have been obtained by the contractor as their Corporate policy/rules, where OIL is neither required to be present as principal Assured or additional Assured, 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:</u> <u>"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and</u></p>	<p>Waiver of subrogation will be to the extent of indemnities assumed by the Contractor under the contract.</p>	<p>No change in the clause.</p>

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			assignees <u>to the extent of the indemnities undertaken by the Contractor under this Contract</u> ".		
11.	14.12	Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"	<p>Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:</p> <p>"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".</p> <p>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.</p>	We request deletion of this provision as it is not relevant for scope envisaged in this tender.	No change in the clause.
12.	14.13	Loss Payee Clause:	<p>The Insurance Policies should mention the following in Loss Payee Clause:</p> <p>"In respect of Insurance claims in which OIL's interest is involved, written consent of OIL will be required".</p>	Not applicable	No change in the clause.

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13.	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.	Not applicable as per the indemnity provisions of the contract.	No change in the clause.
14.	14.16 ii)	Commercial <u>Comprehensive</u> General Liability Insurance:	Commercial <u>Comprehensive</u> 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.	We request this change to make it comprehensive general liability as per the industry norm. Liability cap to be left to the Contractor as insurance will not restrict or waive off the liabilities assumed by the contractor in the contract.	No change in the clause.
15.	14.16 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.	The Vehicles deployed will have the insurances as per the laws / regulations of India, hence we shall not be providing any additional insurances	No change in the clause.
16.	14.16 iv)	Carrier's Legal Liability Insurance:	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	As (i) our equipment are self-insured (ii) OIL has not liability towards contractor while contractor transport its equipment; and (iii) it is not a statutory requirement,	No change in the clause.

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			or damage to goods or merchandise, while in transit.	we shall not be taking this insurance.	
17.	14.16 v)	Public Liability Act Policy	Public Liability Act Policy, <u>if applicable</u> , 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.	We request addition of “if applicable” this insurance is not applicable to us. This insurance is applicable whether hazardous chemicals are used. Also, liability to third party is covered under the insurance “Comprehensive General Liability Insurance” at 14.16 ii above.	No change in the clause.
18.	14.16 vi)	Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti BimaYojana (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.	As our employees are covered under “Workmen’s Compensation/Employer’s Liability insurance” for value higher than covered under these insurances, our employees shall not be taking these insurances.	No change in the clause.
19.	14.16 vii)		CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) <u>or Contractor shall have the right to self-insure, except while the</u>	Our equipment are self-insured while on the surface and has no insurance while below rotary table.	No change in the clause.

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			<u>equipment are below rotary table or in the well bore.</u>		
20.	19	Risk Purchase	<p>Risk Purchase</p> <p>In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, <u>and Contractor has not remedied such failure as per clause 23 below</u>, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost <u>limited to a maximum of the contract value payable for the defective work which needs corrective action</u> 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 <u>as per Contract</u>. 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.</p>	<p>We request these change to make it in line with clause 23 "Warranty and remedy of Defects.</p> <p>Hiring of any other party cannot be at the "risk" of the Contractor. Any action taken to be as per the contract only.</p> <p>Contractor's equipment cannot be taken over by OIL.</p>	No change in the clause.
21.	32.0	SET OFF	<p>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</p>	<p>If all provisions like payment due under the contract or PBG are exhausted to recover the payment due to OIL by Contractor as per Contract, then only OIL to invoke this</p>	No change in the clause.

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			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) . <u>after giving 7 days prior written notice to Contractor.</u>	clause. We request OIL to kindly confirm and modify the clause accordingly.	
22.	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:	Company should not "nullify" any amount due to the contractor.	No change in the clause.
23.	34.5		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 claims received by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.	Company should not "nullify" any amount due to the contractor.	No change in the clause.
24.	45.0	To Determine the Contract:	In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be	Contractor cannot take risk in such cases.	No change in the clause.

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			<p>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 <u>provided that such excess cost shall be limited to 50% of the annualized Contract Value of defaulted services. over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.</u></p>	<p>The excess liability to be limited to 50% of the annualized contract value of defaulted services.</p> <p>We request this revision to be in line with the proposed revision to Limitation of Liability in SCC.</p>	
25.	46.0	Without Determining the Contract:	<p>In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a</p>	<p>As above, Contractor cannot take risk in such cases.</p> <p>The excess liability to be limited to 50% of the</p>	No change in the clause.

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			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 <u>provided that such excess cost shall be limited to 50% of the annualized Contract Value of the defaulted services 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.</u>	annualized contract value of the defaulted services.	
GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER					
26.	7.0 – Performance Security			This is not applicable in this tender. We kindly request OIL to confirm.	No change in the clause.
27.	11.0 – Terms of Payment			<p>Payment terms – We request 80% payment for the Material cost & 20% at the time of Installation.</p> <p>Secondly the note to the Payment terms should be @ 80% for Material & Installation & we request it to be modified as per above statement.</p>	Clause modified through corrigendum No. 1.

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28.	33.0 – Force Majeure		Please insert as new paragraph: <u>Force Majeure event will not excuse Purchaser from honoring its payment obligations. Seller shall be paid during the Force Majeure event at applicable rates and charges in a Purchase Order/the Agreement.</u>	All rates and charges accrued prior to the Force Majeure event and / or termination shall remain payable	
29.	40.0 – Set Off		Please amend as follows: Any sum of money due and payable to the Seller (including Security Deposit refundable to them) under this <u>Purchase Order/Contract</u> or any other purchase order may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this purchase order/ <u>Contract</u> or under any other purchase order made by the Seller with Oil India Limited (or such other person or persons contracting through Oil India Limited) <u>after giving 7 days prior written notice to the Seller.</u>	We request OIL to kindly rephrase the clause. This was agreed in many POs including PO No. 7204083/SSG/L4 dated 27.08.2020 issued by OIL, Duliajan.	No change in the clause.
SECTION V – SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS					

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30.	SECTION-V, 9.0 Project Timeline:			We request The Supply, Installation and Commissioning (including Data Migration) shall be completed by the successful Bidder within 8 Months of placement of LOA/PO. We would like to bring in Oil's notice that due to shortage of semiconductor, IT hardware delivery timeline has been increased globally .	Clause modified through corrigendum No. 1.
31.	2.2 Item: Storage			The proposed array should be a Hybrid array and have minimum dual active-active controllers with NSPoF architecture & 99.999% availability. Controllers shall be true symmetric / Asymmetric active-active so that a single logical unit can be shared across all offered controllers in symmetrical fashion , while supporting all the major functionalities like Thin Provisioning etc.	Clause modified through corrigendum No. 1.
32.	2.2 Item: Storage			Offered storage shall support online non- disruptive firmware upgrade for both Controller and disk drives without any	Clause modified through corrigendum No. 1.

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				reboot of controller the storage array or application downtime.	
33.	2.2 Item: Storage			Cache: Proposed storage shall have minimum 256 192 GB protected DRAM cache.	Clause modified through corrigendum No. 1.
34.	(New Clause)	Limitation of liability	<p>Please replace Clause 16 (b) of the GCC with the following:</p> <p><u>Notwithstanding any other provisions incorporated elsewhere in the Contract, the aggregate liability of the Contractor in respect of this Contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.</u></p>	<p>We request OIL to kindly replace sub-point b), which reduces the overall liability cap to 50% of annualized contract value as per the provisions of GCC clause. Rest of the provisions will be as per GCC only.</p> <p>As agreed in other tenders including the recent tender CDG7411L22 for 'Hiring of 03(three) nos. Wireline Logging Units with Services'.</p> <p>We request that this provision to be applicable and incorporated to both GTC and GCC accordingly.</p>	No change in the clause.

Spectrum Solutions queries:

Sl. No.	Clause No. of Bidding Document	Description	Query/Suggestion	OIL's Reply
1	Page no 19 –Point no 1.1 of Bid Evaluation Criteria	Bid Evaluation Criteria you have asked that The bidder should have Experience of at least one SIMILAR ORDER of minimum value Rs.2,20,00,000/- (Two Crore Twenty Lakh)only in previous 5 (Five) years to be reckoned from the original bid closing date.	We request you to kindly make change that in place of the bidder kindly add OEM/Bidder in the above Criteria and also allow MSME Bidders to exempt for this Criteria.	No change in the clause.
2	Page no 20- point no 1.2.1 of Financial Criteria	Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs. 2,20,00,000/- (Two Crore Twenty Lakh) only.	We request you to kindly allow MSME Bidders to exempt for this Criteria.	No change in the clause.