

OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. DULIAJAN, DIST - DIBRUGARH  
ASSAM, INDIA, PIN-786 602

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

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## FORWARDING LETTER

M/s. \_\_\_\_\_  
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**Sub: IFB No. CDI8622P19 – Construction of a near disaster recovery center at Duliajan, Assam along with O&M Service for a period of 5 years. The near DR site will be a Tier II datacentre with area approx. 2278 square feet. The data center will be located at 2nd Floor North Block Administrative Building ,Oil India Ltd., Duliajan, Assam – 786602 (India).**

Dear Sir(s),

**1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

**2.0** In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL's e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **“Construction of a near disaster recovery center at Duliajan, Assam along with O&M Service for a period of 5 years. The near DR site will be a Tier II datacentre with area approx. 2278 square feet. The data center will be located at 2nd Floor North Block Administrative Building ,Oil India Ltd., Duliajan, Assam – 786602 (India).”** One complete set of Bid Document covering OIL's IFB for the above services is uploaded in OIL's e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDI8622P19
(ii)	Type of Bidding	:	Online – Single-Stage Two-Bid System
(iii)	Tender Fee	:	<b>Rs. 1000.00</b> (Tender fee should be paid <b>only</b> through the payment gateway available on OIL's e-Tender Portal. No other mode of payment shall be accepted.  Bidders claiming waiver of tender fees shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. 6.0 (A) below, before 07 (seven) days of bid closing date.
(iv)	Period of Sale	:	24.07.2018 to 16.08.2018
(v)	Bid Closing Date & Time	:	23.08.2018 at 11:00 a.m.

(vi)	Technical Bid Opening Date & Time	:	23.08.2018 at 02:00 p.m.
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.
(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(x)	Bid Validity	:	120 days from actual date of Bid Closing
(xi)	Mobilization Time	:	15 days from the date of issue of LOA.
(xii)	Bid Security Amount	:	<p><b>Rs. 14,05,000.00</b></p> <p>Note:</p> <ol style="list-style-type: none"> <li>The Bid Security should be submitted in the form of Bank Guarantee (in specified format only) issued by Nationalized/ Scheduled Bank.</li> <li>Alternately, Bid Security can also be paid through the online payment gateway against this tender.</li> <li>In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of <u>CGM-CONTRACTS</u> on or before <b>12.45 p.m. (IST)</b> on the bid closing/opening date; otherwise bid will be rejected.</li> <li><u>A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</u></li> </ol> <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p><b>Notes:</b> Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. No. 6.0 (B) below before 07 (seven) days of bid closing date. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.</p>
(xiii)	Bid Security Validity	:	20.01.2019

(xiv)	Original Bid Security to be submitted	:	Office of CGM-CONTRACTS, CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of contract value of Data Centre Build and O&M service each
(xvi)	Validity of Performance Security	:	Up to 15 months from date of completion of Data Centre Build contract and up to 3 months from date of completion of O&M service
(xvii)	Duration of the Contract	:	08 (Eight) months from commencement of the Contract for Data Centre build i.e. after completion of mobilization (mobilization period is not more than 15 days). 5 years for O&M service.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer General Conditions of Contract
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
(xx)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	:	To be held on <b>03.08.2018</b> at Duliajan, Assam
(xxii)	Last Date of receipt of Queries	:	<b>31.07.2018</b> up to 03:30 p.m.

**3.0 Integrity Pact:** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who sign the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder /bidder's authorized signatory who signs the Bid.

(Note: OIL has appointed Shri Rajiv Mathur, IPS (Retd.), Shri Satyananda Mishra, IAS (Retd.) and Shri Jagmohan Garg, Ex-Vigilance Commissioner as Independent Monitors (IEM) for a period of 03 (three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the IFB at the following addresses:

- a. Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India  
E-mail: [rajivmathur23@gmail.com](mailto:rajivmathur23@gmail.com)
- b. Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India  
E-mail: [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)
- c. Shri Jagmohan Garg, Ex-Vigilance Commissioner, CVC  
E-Mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@gmail.com)

**4.0 A. Bid Security:** Bidders can submit Bid Security either on on-line mode through OIL's electronic Payment Gateway or in the form of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-VII).**

**B. Performance Security:** The successful bidder who is awarded the work can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-VI).**

Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must 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 by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

## **5.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

5.1 In order to bid for OIL e-tenders all the bidders are required to obtain a legally valid Digital Certificate Class 3 [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 Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of the certificate, OIL INDIA LTD is not responsible.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class - 3" with Organizations name, the bid will be rejected.

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

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.

5.2 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner.

5.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's e-**

**procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

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

## **6.0 A. EXEMPTION OF TENDER FEE:**

1. The Central Govt. Departments and Central Public Sector Undertakings will be exempted from the payment of tender fee.

2. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

~~3. MSEs 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 handicraft and handloom or any other body specified by ministry of MSE provided they are registered for the tendered item. (MSE policy is not applicable for this tender).~~

~~4. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSME owned by SC/ST entrepreneur should also be enclosed. (MSE policy is not applicable for this tender).~~

5. Bidders claiming waiver of tender fees shall apply to Contracts Department, OIL, Duliajan with documentary evidence before **07 days** of bid closing date.

## **B. EXEMPTION OF BID SECURITY:**

1. Central Govt. department and Central Public Sector undertakings are exempted from submitting Bid Security.

2. Parties registered with DGS&D, having valid certificates will be exempted from payment of bid security.

~~3. MSEs 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 handicraft and handloom or any other body specified by ministry of MSE provided they are registered for the tendered item. (MSE policy is not applicable for this tender).~~

~~4. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSME owned by SC/ST entrepreneur should also be enclosed. (MSE policy is not applicable for this tender).~~

## **7.0 PRE-BID CONFERENCE:**

7.1 A Pre-Bid Conference is planned to be held on **03.08.2018** at Duliajan, Assam to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who purchase the bid documents shall be allowed to participate in the Pre-Bid conference. For details of the venue, bidders may contact CGM-Contracts, Oil India Ltd., P.O. Duliajan-786602, Phone: +91 374-2808671, E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in).

7.2 Maximum 02 (two) representatives from each prospective Bidder, who purchase the tender document, shall be allowed to participate in the pre-bid conference. All costs

associated to attend the pre-bid conference by their representatives shall be borne by the interested Bidders.

7.3 The prospective bidders shall submit their queries/clarifications against the tender through E-mail / Courier addressed to [contracts@oilindia.in](mailto:contracts@oilindia.in) / CGM-Contracts, Oil India Ltd., Duliajan-786602, Assam and such queries must reach OIL's office at Duliajan latest by **31.07.2018 up to 03:30 p.m. IST**. OIL shall provide clarifications to only those queries received within this date and time. Queries / Clarifications against the tender received beyond 03:30 p.m. of **31.07.2018** will not be entertained and replied. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.

7.4 However, clarifications/exceptions/deviations, if required, should be brought out by the bidder prior to or during the Pre-Bid Conference only. After processing these suggestions, as a sequel to the pre-bid conference, Company may communicate the changes in this regard, if agreed, through an addendum to tender document to the prospective bidders who purchase the tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre-bid conference and the non-compliant bid(s) shall be rejected outright against this tender.

**IMPORTANT NOTES:**

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

- i) The bid along with all supporting documents must be submitted through OIL's e-procurement site only except 'Original Bid Security' (if submitted in the form of BG) which shall be submitted manually by the bidder in a sealed envelope super-scribed with OIL's IFB No./E-Tender No., Bid Closing date and marked as "Original Bid Security" and addressed to CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam (India), **failing which the bid shall be rejected**.

Additionally, following documents are to be submitted in hard form:

- a) Power of Attorney for signing the bid.
- b) Printed catalogue and Literature, if called for in the tender.
- c) Any other document required to be submitted in original as per tender requirement.

**The above documents including the Original bid security, must be received at OIL's CGM-Contract's office at Duliajan on or before 12.45 p.m. (IST) on the technical Bid Closing Date.** A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 a.m. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 p.m. (IST) at the office of the CGM-Contracts in presence of the authorized representatives of the bidders, if any.
- iii) If the digital signature used for signing is not of "Class - 3" with Organizations name, the bid will be rejected.
- iv) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- v) (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the Company.  
  
(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

- vi) Conditional bids are liable to be rejected at the discretion of the Company.
- vii) The work may be split up amongst more than one contractor at the sole discretion of the Company.
- viii) The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Technical Bid.
  - A. In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copy of GST Registration Certificate.
  - B. In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copy of GST Registration Certificate.
  - C. In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and copy of GST Registration Certificate.
  - D. In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copy of GST Registration Certificate.
  - E. In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copy of GST Registration Certificate.
  - F. In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copy of GST Registration Certificate.
  - G. In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copy of GST Registration Certificate.
- ix) 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.
- x) The Bid Security / Performance Security Money shall not earn any interest.
- xi) 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.

- xii) The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- xiii) **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.
- xiv) **BACKING OUT BY L-1 BIDDER AFTER ISSUANCE 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.
- xv) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- xvi) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt 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).
- xvii) **The tender will be governed by:**
- Forwarding Letter
  - Instruction to Bidders
  - BEC-BRC- Bid Evaluation Criteria & Bid Rejection Criteria.
  - Part-I - General Conditions of Contract (GCC)
  - Part-II - Schedule of Work, Unit and Quantity (SOQ)
  - Part-III - Special Conditions of Contract (SCC) along with Annexures
  - Part-IV - Schedule of company's Plants, Materials and Equipments - **Not Applicable**
  - Part-V - Safety Measures (SM)
  - Part-VI - Integrity Pact
  - Price Bidding Format & PP-LC Format
  - Proformas
- xviii) **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 bidder's 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.**
- xix) The tender is invited under SINGLE-STAGE TWO-BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the E-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **"Technical Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes and Attachment" Tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.**



## SCREEN SHOTS:

Go to this Tab "**Notes and Attachments**" for Uploading "Priced Bid"

Go to this Tab "**Technical Attachment**" for Uploading "Technical Bid".

On "EDIT" Mode, bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above.

### Note:

- The "Technical Bid" shall contain all techno-commercial details **except the prices**.
- The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, first click on Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

8.0 OIL now looks forward to your active participation in the IFB.

Thanking you.

Yours faithfully,  
**OIL INDIA LIMITED**

**CGM - CONTRACTS**  
For **RESIDENT CHIEF EXECUTIVE**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI8622P19  
INSTRUCTION TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS:**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security & Performance Guarantee
- b) Instructions to Bidders
- c) BEC/BRC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC) along with annexures: **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV** [Not applicable for this Tender]
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format & PP-LC Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal).
- k) 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 without seeking any clarifications.

**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 is 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 uploaded in OIL's E-Tender Portal in the Tab "Technical RFx" and External Area – "Amendments" folder. The company may, at its discretion,

extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

## **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 official and notarized 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 equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before 12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**  
(Bidders can submit bid security on-line through OIL's electronic Payment Gateway)
- (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 **12.45 p.m. (IST) on the bid closing date failing which the bid shall be rejected.**
- (vii) Integrity Pact

**Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under "Technical Attachment" Tab.**

### **(B) PRICED BID:**

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "PRICE BIDDING FORMAT" attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's e-Tender portal. The bidder must quote their price as per the attached "PRICE BIDDING FORMAT" under **"Notes and Attachments"** tab. Any other format will not be considered for evaluation.

Bidder must include all liabilities except GST in their quoted rates and indicate the applicable GST percentage separately as per the "PRICE BIDDING FORMAT". The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

**6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for **120 (One Hundred Twenty) days** from the actual date of bid closing.

**6.2** In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder granting the request will neither be required nor permitted to modify their bid.

**7.0 FORMAT AND SIGNING OF BID:**

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

**8.0 SUBMISSION OF BIDS:**

**8.1** The tender is processed under Single-Stage Two-Bid System. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proformas (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab only. Prices to be quoted as per Price Bid Format should be uploaded as attachment in the Attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form which shall not be considered.

**8.2** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

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

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

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

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

**9.0 DEADLINE FOR SUBMISSION OF BIDS:**

**9.1** Bids should be submitted on-line up to **11.00 a.m. (IST) (Server Time) on the Bid Closing date** mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder

prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. 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.

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

**9.3** The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 p.m. (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **10.0 LATE BIDS:**

**10.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

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

**11.1** Bidders will be permitted by System to withdraw their bid 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. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

**11.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

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

**12.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

#### **13.0 BID OPENING AND EVALUATION:**

**13.1.1** The 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.

**13.1.2** In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

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

**13.3** Bids which have been withdrawn pursuant to Clause 11.0 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.

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

**13.5** To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**13.6** Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

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

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

**14.2** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of Net Total amount\* quoted as per Price Bid Format.

\*The total cost quoted for the O&M services from 2nd to 5th year shall not be less than 25% of the datacenter build cost, or else the bid will be rejected.

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

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

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

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

**15.0 CONTACTING THE COMPANY:**

**15.1** Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

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

**16.0 AWARD CRITERIA:**

**16.1** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

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

**18.0 NOTIFICATION OF AWARD:**

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

**19.0 SIGNING OF CONTRACT:**

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

**19.2** Within 02 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 Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL's Standard forms of agreement.

**19.3** The Performance Security of Data Centre Build must be valid for **15 months** after the scheduled date of completion of the same and the Performance Security of O&M Service must be valid for **3 months** after the date of expiry of the tenure of the contract. 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.

**19.4** The 1<sup>st</sup> "Performance Security" will be refunded to the contractor after **15 months** of satisfactory completion of works under the contract (including extension, if any) and if the 2<sup>nd</sup> "Performance Security" is submitted by the contractor, but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 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 bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**20.0 Purchase preference policy (linked with Local Content) (PP-LC) notified vide letter no. O-27011/44/2015-ONG/II/FP dated 25.04.2017 of MoPNG.**

(available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf>

or

<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus> )

~~20.1 In case a bidder is eligible to seek benefits under PP LC policy as well as Public Procurement Policy for MSEs— Order 2012, then the bidders should categorically seek benefits against only **one of the two policies** i.e. either PP LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently. (MSE policy is not applicable for this tender).~~

**20.2** Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **35%**

**20.2.1** Such bidders shall furnish following undertaking on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract

*"We \_\_\_\_\_ (Name of the bidder) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. .... % (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against Tender No. CDI8622P19."*

**20.2.2** Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

*"We \_\_\_\_\_ the statutory auditor of M/s. \_\_\_\_\_ (name of the bidder) hereby certify that M/s. \_\_\_\_\_ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. .... % (to be filled by the work center as notified at Enclosure I of the policy) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against OIL's tender No. CDI8622P19 by M/s. \_\_\_\_\_ (Name of the bidder)."*

**Note:** In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.



**20.2.3** At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as Proforma-BB (PP-LC) of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal under **"Notes and Attachment"** Tab.

**20.3** Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.

**20.3.1** Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

**20.4** Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.

**20.4.1** However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.

**20.4.2** When the tendered goods/services cannot be divided in the exact ratio of 50% / 50% then OIL reserve the right to award on lowest eligible PP-LC bidder for quantity not less than 50%, as may be dividable.

For example

In case tendered quantity is 3 (not divisible in the ratio of 50:50), PP-LC bidder shall get order for 2 nos. only and the rest will go to L-1 (NLC bidder).

**20.5** The tendered quantity is not split able / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.

**20.6** For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG/II/FP dated 25.04.2017.

**20.7** The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

**20.8** OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

**20.9 Determination of LC:**

**20.9.1** LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.

**20.9.2** The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material), which is used.
- b) Manpower and consultant cost, cost of working equipment/facility, and
- c) General Service cost, excluding profit, company overhead cost, taxes and duties.

**20.9.3** The criteria for determination of cost of local content in the service shall be as under:

- a) In the case of material being used to help the provision of service, based on country of origin.
- b) In the case of manpower and consultant based on INR component of the services contract.
- c) In the case of working equipment/facility, based on country of origin and
- d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
- e) Indian flag vessels in operation as on date.

**20.9.4 Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local content.

**20.10 Calculation of LC and Reporting:**

**20.10.1** LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as Nil.

**20.10.2** Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document. (Available in <http://oil-india.com/PDF/Circular%20dt%2027062017-PPLC.pdf>).

**20.11 Certification and Verification:**

**20.11.1** Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

**20.11.2 At bidding stage:****a) Price Break-up**

- (i) The bidder shall provide break-up of "Local Component" and "Imported Component" along with the price bid as per provisions under clause **20.2.3**.
- (ii) Bidder must have LC in excess of the specified requirement.

**b) Undertaking by the bidder**

- i. The bidder shall submit undertaking along with the techno-commercial bid as per Clause No. **20.2**, such undertaking shall become a part of the contract.
- ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.

**c) Statutory Auditor's Certificate**

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause **20.2.2**.

**20.11.3 After Award of Contract**

- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

**20.12** Each supplier shall provide the necessary local content documentation to the statutory auditor, who shall review and determine if the local content requirements have been met and issue local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

**20.13** The Local Content certificate shall be submitted along with each invoice raised. However, the percentage of local content may vary with invoice while maintaining the overall percentage of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

**20.14** Where currency quoted by the bidder is other than Indian Rupee, then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.

**20.15** OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

**20.16 Sanctions:**

**20.16.1** OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

**20.16.2** If the bidder does not fulfill his obligation after the expiration of the period specified in such warning, OIL shall initiate action for blacklisting such bidder/successful bidder.

**20.16.3** If a bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision in the execution of the procurement contract of goods and/or services, the bidder shall be subject to financial penalty over and above the PBG value prescribed in the contract, which shall not be more than an amount equal to 10% of the Contract Price.

**20.16.4** In pursuance of the Clause No. **20.16.3** above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (As per Proforma-VIII) equivalent to the amount of PBG.

**1.0 BID EVALUATION CRITERIA:**

The bid shall conform to the specifications and terms & conditions given in the Bidding Documents. Bids will be rejected in case material and 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 requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

**1.1 Technical Criteria:**

1.1.1 Bidder must have experiences of executing at least one **SIMILAR work (A)** of value **₹ 2,80,18,500 (Rupees Two Crore Eighty Lakh Eighteen Thousand Five Hundred only)** and one **SIMILAR work (B)** of annualized value **₹ 20,95,500 (Rupees Twenty Lakh Ninety Five Thousand Five Hundred only)** in previous 07 (seven) years reckoned from the original bid closing date with PSUs / Central Government / State Government Organization / Public Limited Company.

1.1.2 The Bidder has to be authorised by the OEMs of the equipment used in the Data Centre. Bidder has to submit authorisations, as per Annexure\_MAF, from the OEMs of the following:

- i. UPS
- ii. PAC
- iii. DG
- iv. Busbar Trunking system
- v. Fire Detection and Suppression system
- vi. Access Control system
- vii. CCTV
- viii. BMS.

1.1.3 The bidder should have at least one CDCP certified personnel, one electrical engineer (having electrical supervisory license from any government agency) and one certified personnel in project management from PMI/IPMA on their payroll. (Relevant Certificates to be enclosed).

1.1.4 The bidder should be ISO 9001-2008 or later certified as on Bid closing date. (Relevant ISO Certificate to be enclosed.)

**Notes to BEC Clause No. 1.1.1:**

- i. **"SIMILAR work (A)"** mentioned above means – Experience in successful implementation of datacenter project including Civil/Interiors, Electrical Distribution System, Precision AC (min 15 TR), DG (min 125 KVA), Racks (min 6 Nos), Fire & Security Systems and Building Management System.

**"SIMILAR work (B)"** mentioned above means – Experience in successful maintenance of datacenter project of minimum ₹20,95,500 in one year.

**Note: Bidder may submit separate experience certificate for datacentre build and maintenance.**

- ii. For proof of requisite experience of SIMILAR work, self-attested photocopies of following documents must be submitted along with the bid:

- (a) Contract documents / Work Order showing details of works.  
AND
- (b) Completion Certificate issued by PSUs/Govt. organisation / Public Limited Company for the contract mentioned in Note above showing:
- Contract number,
  - Gross value of job done,
  - Contract period /Contract start and completion date.

Only LOI (Letter of Intent)/LOA (Letter of Award), Work Order copy is not acceptable.

- iii. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

## **1.2 Financial Criteria:**

- (i) Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 2,80,18,500 (Rupees Two Crore Eighty Lakh Eighteen Thousand Five Hundred only)**.
- (ii) **Net worth** of bidder must be positive for preceding financial / accounting year.

### **Notes to BEC Clause No. 1.2:**

- A. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:

- (i) A certificate issued by a practicing Chartered /Cost Accountant\* (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA- I**.

OR

- (ii) Audited Balance Sheet along with Profit & Loss account.

\*In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

- B. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statement for the financial year ..... has actually not been audited so far'.

- 1.3** The total cost quoted for the O&M services from 2nd to 5th year shall not be less than 25% of the Datacenter build cost. Rate quoted otherwise will be rejected.
- 1.4** Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids are found to be substantially responsive. 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.
- 1.5** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be rejected straightway.
- 1.6** If there is any discrepancy between the unit price and the total price, the unit price shall 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.
- 1.7** The quantities shown against each item in the "Price Bid 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 for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.
- 1.8** **Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering the Net Total amount\* as per Price Bid Format.**
- 1.9** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 1.10** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 1.11** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 1.12** In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.
- 1.13 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):**
- 1.13.1** Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender. (<http://petroleum.nic.in/policy-provide-purchase-preference-linked-local-content-pp-lc-all-psus>).
- 1.13.2** Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified, all clauses under Clause No. 20 of ITB and shall have to submit all undertakings / documents applicable for this policy.

**2.0 BID REJECTION CRITERIA (BRC):**

- 2.1** The bids are to be submitted in **Single-Stage 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 shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum **150 days** from the date of Technical bid opening.

- 2.4** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.
- 2.5** Any bid received in the form of Physical document/Telex/Cable/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** 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.
- 2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.9** Bids are invited under Single-Stage Two-Bid System. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-Tender portal accordingly 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 Specifications of the tender under "Technical Attachment" Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under "Notes and Attachments".
- 2.10** Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) Period of validity of Bid
- (iii) Price Schedule
- (iv) Performance Bank Guarantee / Security deposit
- (v) Delivery / Completion Schedule
- (vi) Scope of work
- (vii) Guarantee of material / work
- (viii) Liquidated Damages clause
- (ix) Tax liabilities



- (x) Arbitration / Resolution of Dispute Clause
- (xi) Force Majeure
- (xii) Applicable Laws
- (xiii) Specifications
- (xiv) Integrity Pact

- 2.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be rejected straightway if this is given in the Un-priced Techno-Commercial Bid.
- 2.12** Bid received with validity of offer less than **120 (One Hundred Twenty) days** from the date of Technical Bid opening will be rejected.
- 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 **Part-VI** 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 sign the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all the pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

### **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 BRC.
- 3.2** To ascertain the substantial responsiveness of the bid, the Company (OIL) 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 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 contradicts 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** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 3.6** The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

**OIL INDIA LIMITED**  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602  
TEL: (91) 374-2800548, FAX: (91) 374-2803549  
Website: [www.oil-india.com](http://www.oil-india.com)

**DESCRIPTION OF WORK/SERVICES:**

Construction of a near disaster recovery center at Duliajan, Assam along with O&M Service for a period of 5 years. The near DR site will be a Tier II datacentre with area approx. 2278 square feet. The data center will be located at 2nd Floor North Block Administrative Building ,Oil India Ltd., Duliajan, Assam – 786602 (India).

**GENERAL CONDITIONS OF CONTRACT (GCC)****A. DEFINITIONS:**

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

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

**WITNESSETH:**

**1.0** a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract in **Oil India Limited, Duliajan**.

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

**2.0** The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

**3.0** The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

**4.0** The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

**5.0** The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

**6.0** The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) GST Act.

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

**7.0** The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

**8.0** The duration of the contract shall be initially for a period of **08(eight) months** for Data Center build and for a period of **05(five) years** for O&M Services from commencement of the Contract i.e. after completion of mobilization. The Contractor must complete the work as mentioned in PART – III (SPECIAL CONDITIONS OF CONTRACT: SCC) within the contract period. In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and/or levy such additional damages as it deems fit based on the actual loss suffered by the Company attributable to such delay. The Company's decision in this regard shall be final.

**9.0** In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

**10.0** The tendered price inclusive of all liabilities and GST (i.e. the Contract price) is Rs. \_\_\_\_\_ *(Not to be filled up by bidder while submitting the offer in c-Folder. This figure will be filled up by OIL at the time of award of the contract to the*

**successful bidder)** (\_\_\_\_\_ only) but the Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

**Payment will be made, as per Clause no 6.2 (Payment Terms) of PART-III SCC of this tender.** Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

**11.0** The contractor employing **20 (twenty)** or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

**12.0** The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

**13.0** The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with the Oil Mines Regulations 2017. The Company's representative shall not allow/accept those men who are not provided with the same.

**14.0** The Contractor shall deploy local persons in all works.

**15.0** The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

**16.0** The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (Latest editions).

**17.0 GENERAL OBLIGATIONS OF COMPANY:**

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

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**18.0 SPECIAL CONDITIONS:**

- ~~a) The amount of retention money shall be released after 6 (six) months from the date of issue of completion certificate from concerned department.~~
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- c) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these

provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to applicable P.F. Contribution.

- d) Bidder must have P.F. & ESIC Registration. Documentary evidence for the same should be submitted along with technical bid.

OR

In case bidder doesn't have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same before issue of Work Order by OIL.

## **19.0 ARBITRATION:**

### **19.1 ARBITRATION (APPLICABLE FOR SUPPLIERS/CONTRACTORS OTHER THAN PSU)**

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

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 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.

- c) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
- d) Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

- e) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- f) Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- g) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Up to Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

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

- h) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
- i) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.  
In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- j) The Arbitration shall be held at **Duliajan, Assam**. However, parties to the contract can agree for a different place for the convenience of all concerned.
- k) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- l) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

## **19.2 ARBITRATION (APPLICABLE IN CASE OF CONTRACT AWARDED ON PUBLIC SECTOR ENTERPRISE):**

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The

Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 19.1 & 19.2 will be **Duliajan, Assam**. The award made in pursuance thereof shall be binding on the parties.

## **20.0 FORCE MAJEURE:**

**20.1** In the event of either party being rendered unable by 'Force majeure' to perform any obligations required to be performed by them under the contract the relative obligations of the party affected by such 'Force Majeure' shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, earthquake, war (declared/undeclared) revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions, and acts and regulations of respective Govt. of the two parties, namely the Company and the contractor.

**20.2** Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligations suspended by the force majeure shall then extended by the period for which such cause lasts.

**20.3** Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

## **21.0 TERMINATION:**

**21.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

**21.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 20.0 above.

**21.3 TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the



Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

**21.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and/or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

**21.6** If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

**21.7** 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 clause from 21.1 to 21.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

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

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

**22.2** 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.

**23.0 I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

**24.0** In case of any doubt or dispute as to the interpretation of any clause herein contained, the decision of the Company's Engineer shall be final and binding on the contractor.

**25.0 SET OFF CLAUSE:**

"Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by 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 contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

**26.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

The information and documents furnished by the bidder/contractor in respect of the subject tender/contract are expected to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company.

**27.0 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).

**28.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:**

In the event of the Contractor's default in timely mobilization/completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

**29.0 SUBCONTRACTING:**

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

**30.0 MISCELLANEOUS PROVISIONS:**

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

**31.0 LIABILITY:**

**31.1** Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or

damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

**31.2** Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

**31.3** The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

**31.4** 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.

**31.5** Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.

**31.6** Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or 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.

**31.7** 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.

**31.8** 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.

### **31.9 LIMITATION OF LIABILITY**

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

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

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

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

### **32.0 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.

### **33.0 INDEMNITY AGREEMENT:**

**33.1** 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 subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**33.2** 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, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

**34.0 APPLICABLE LAW:**

**34.1** This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

**34.2** The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

**35.0 TAXES:**

**35.1** Tax levied 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.

**36.0 SUBSEQUENTLY ENACTED LAWS:**

**36.1** In the event of introduction of any new legislation or any change or 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, (other than personnel and Corporate taxes), duties, 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.

**36.2** 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.

**36.3** 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.

**36.4** Notwithstanding the provision contained in clause 36.1 to 36.2 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, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.

**36.5** In order to ascertain the net impact of the 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 service tax amount.
- ii. Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

### **37.0 GOODS AND SERVICES TAX:**

#### **37.1 GENERAL REMARKS ON TAXES & DUTIES:**

In view of **GST** Implementation from 1st July 2017, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored.

**37.2** Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

**37.3** "**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.

**37.4** Quoted price/rate(s) should be inclusive of all taxes and duties, except **GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service**. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per

rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

**37.4.1** Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.

**37.5 Where the OIL is entitled to avail the input tax credit of GST:**

**37.5.1** OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals 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.

**37.5.2** The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

**37.6 Where the OIL is not entitled to avail/take the full Input Tax Credit of GST:**

**37.6.1** OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals 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.

**37.6.2** The bids will be evaluated based on total price including **GST**.

**37.7** Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.

**37.8** Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.

**37.9** **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.

**37.10** **GST** payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.

**37.11** Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is

not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

**37.12** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

**37.13** TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

**37.14** 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.

**37.15** It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.

**37.16** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side.

**37.17** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.

**37.18** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

**37.19** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

**37.20** 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 substantiate the rate as applicable on the Bid due date and on the date of revision.

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.



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.

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.

The base date for the purpose of applying statutory variation shall be the Bid Opening Date.

**37.21** 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.

**37.22** In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

**37.23** OIL will prefer to deal with registered supplier of goods/ services 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.

**37.24** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be liveable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

**37.25 Documentation requirement for GST:**

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit.

Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the supplier;
- b) Serial number of the invoice;
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;
- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC];

- g) Description of goods or services;
  - h) Quantity in case of goods and unit or Unique Quantity Code thereof;
  - i) Total value of supply of goods or services or both;
  - j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
  - k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
  - l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
  - m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
  - n) Address of the delivery where the same is different from the place of supply and
  - o) Signature or digital signature of the supplier or his authorised representative.
- GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
  - b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

### **37.26 ANTI-PROFITEERING CLAUSE:**

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. The Supplier of Goods / Services may note the above and quote their prices accordingly.

**37.26.1** In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder 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 and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

### **38.0 WITHHOLDING:**

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

- a) For non-completion of jobs.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:

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

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

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

**39.0 PERFORMANCE SECURITY:** The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for Rs. \_\_\_\_\_ (being 10% of Contract value) with validity of 15 (fifteen) months beyond the contract period. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

OIL INDIA LIMITED			
(A Government of India Enterprise)			
<u>Duliajan, Assam</u>			
DESCRIPTION OF WORK/ SERVICE: Construction of a near disaster recovery center at Duliajan, Assam along with O&M Service for a period of 5 years. The near DR site will be a Tier II datacentre with area approx. 2278 square feet. The data center will be located at 2nd Floor North Block Administrative Building ,Oil India Ltd., Duliajan, Assam – 786602 (India).			
(SOQ) Schedule of Work, Unit and Quantity			
Item No.	Description of Services	UOM	Quantity
<b>10</b>	<b>CIVIL &amp; INTERIORS(*)</b>	<b>LOT</b>	<b>1.00</b>
10.1	Computer Workstation Tables	Nos.	7.00
10.2	Overhead storage units	Nos.	3.00
10.3	Office chairs.	Nos.	8.00
10.4	Stainless steel waste paper basket.	Nos.	4.00
10.5	Door mat.	Nos.	4.00
10.6	Aluminium Glass doors as per design	LS	1.00
10.7	Fire Rated Door	LS	1.00
10.8	FIRE RATED PARTITIONS	LS	1.00
10.9	FALSE CEILING	LS	1.00
10.10	False Flooring	LS	1.00
10.11	Granite flooring.	LS	1.00
10.12	Wall Treatment: Necessary POP, acrylic emulsion paint, Wall Putty. Epoxy paint for server farm floor. Enamel paint over a primer coat, for all exposed metal structures. Aluminum foiled faced insulation.	LS	1.00
10.13	Dismantling/wall cutting/wall chasing works: Wall chasing for providing concealed cable paths, boring holes in walls for cable entries, sealing with fire sealants and finishing.	LS	1.00
10.14	Plastering work, brick work	LS	1.00
10.15	Signage, displays and instruction display charts.	Lot	1.00
10.16	Construction of PAC/CAC ODU mounting platform	Lot	1.00
<b>20</b>	<b>ELECTRICAL DISTRIBUTION SYSTEM(*)</b>	<b>LOT</b>	<b>1.00</b>
20.1	Main LT Panel	Nos	1.00
20.2	Main UPS Output Panel ( for Rack Load)	Nos	1.00
20.3	Auxiliary UPS DB	Nos	1.00
20.4	Power cables	LS	1.00
20.5	Main DB	Nos	2.00
20.6	CAC DB	Nos	3.00
20.7	Lighting / Convenience DBs	Nos	4.00
20.8	Lighting wiring	LS	1.00
20.9	Switches / Sockets / Regulators/etc.	Lot	1.00
20.10	Illumination (Lighting) system	LS	1.00
20.11	PAC Panel	Nos	1.00
20.12	Bus bar Trunking (BBT) system	Set	1.00

Item No.	Description of Services	UOM	Quantity
20.13	Earthing System	Set	1.00
20.14	WIRING ACCESSORIES /DB /MCB /MCCB /CT	LS	1.00
30	DIESEL GENERATOR	LOT	1.00
40	UPS SYSTEM (Main & Auxiliary)	LOT	1.00
50	PRECISION PACKAGED COOLING UNITS (PAC)	LOT	1.00
60	COMFORT AIR-CONDITIONING	LOT	1.00
70	ADDRESABLE FIRE DETECTION & ALARM	SET	1.00
80	HIGH SENSITIVITY SMOKE DETECTION	SET	1.00
90	FIRE SUPPRESSION SYSTEM	SET	1.00
100	PORTABLE FIRE EXTINGUISHERS - OTHER AREA	LOT	1.00
110	ACCESS CONTROL SYSTEM	LOT	1.00
120	IP CCTV SURVEILLANCE SYSTEM	LOT	1.00
130	PUBLIC ADDRESS SYSTEM	SET	1.00
140	WATER LEAK DETECTION SYSTEM	LOT	1.00
150	RODENT REPELLENT SYSTEM	LOT	1.00
160	DATASAFE	NO.	1.00
170	SERVER RACKS, 42U	LOT	1.00
180	NETWORK RACKS, 42U	LOT	1.00
190	PASSIVE NETWORKING	LOT	1.00
200	BUILDING MANAGEMENT SYSTEM	LOT	1.00
210	PROJECT MANAGEMENT	AU	1.00
220	O&M SERVICES: 1st year	QTR	4.00
230	O&M SERVICES: 2nd to 5th year	QTR	16.00

**Note:** The Detailed technical specifications of all the items are available in the attachment "SPECIFICATION & COMPLIANCE". All bidders must comply to each and every clause of specification.

1. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.

**2. The total cost quoted for the O&M services from 2nd to 5th year shall not be less than 25% of the datacenter build cost.**

3. Tenure of Agreement: 08 (Eight) months for Datacenter Build from commencement of the Contract i.e. after completion of mobilization. 05 (Five) years for O&M Services after completion of Datacenter build.

4. Mobilisation Period: 15 (Fifteen) days from the date of issuance of LOA.

5. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.

6. Schedule of Works, Civil Engineering Layout drawing and SLD are attached below for reference. Refer to SCC for details.

**DESCRIPTION:** Construction of a near disaster recovery center at Duliajan, Assam along with O&M Service for a period of 5 years. The near DR site will be a Tier II datacentre with area approx. 2278 square feet. The data center will be located at 2nd Floor North Block Administrative Building ,Oil India Ltd., Duliajan, Assam – 786602 (India).

## **1. Broad Scope of Work**

Oil India Ltd. is having its main Data Centre located at IT Department R&D Building, Oil India Ltd. Duilajan with its Disaster Recover (DR) site at Noida. We are intending to build a near DR site which will be located at Duliajan. The Active-Active Near DR Site will work in sync with the current Data Centre hence ensuring 24X7 availability in all case of Planned, Unplanned, Hardware upgrade etc. events.

Bidder has to supply, install, commission, integrate, test and maintain the Datacenter Infrastructure as per minimum specifications elaborated in this Tender. The bidder has to study the TENDER and quote for the total solution of works in all respect. Detailed BOQ in line with the TENDER requirements has to be provided by the bidder. A tentative BOQ has been included. The successful bidder shall have the entire responsibility to complete the solution and integrate the same for proper functioning. It is presumed that bidder has done the pre site survey before bidding.

- a) This specification covers supply, installation, testing, commissioning & maintenance of a high availability datacenter infrastructure at Oil India Limited, Duliajan, as detailed in the specifications, complete with all accessories required for efficient and trouble free operations.
- b) The detail specifications of the datacenter infrastructure shall adhere to TIA 942 guidelines and shall be composed of multiple active power and cooling distribution paths, but only one path active. The site may undergo compliance audit and certification at a later stage.
- c) The datacenter infrastructure should include all necessary civil and interior works, a fault tolerant electrical distribution system, automatic switching between utility and secondary power, redundant or backup power supplies, environmental controls (e.g., precision air conditioning, cold aisle containment, fire suppression, smoke detection, water leak detection, humidity sensor, etc), security systems, racks, networking and monitoring capabilities, etc. Critical systems like UPS and Precision Air-conditioning systems should be in N+1. Bidders are requested to go through the detailed Schedule of Requirements.
- d) The near DR site will be a Tier II datacentre with area approx. 2278 square feet. The datacenter will be located at **2nd Floor North Block Administrative Building, Oil India Ltd., Duliajan, Assam – 786602 (India) .**
- e) The Server Room (630 Sqft approx) is proposed to currently accommodate a maximum of 12 units of 42U racks. All racks should have dual PDU. The design and placement of racks inside the room will be initially for 09 racks and should allow enough free space to add another 03 racks in future along with the associated precision cooling units. Also the project scope covers telecom room with maximum of 03 units of 42U racks.
- f) The precision cooling of the racks to be done for entire server farm area. Precision Air conditioner should be with variable capacity cooling, heater and humidifier to cater to a minimum IT load of 46 kW and in N+1 or N+N topology for total 12 racks.
- g) Datacenter facility should have addressable fire detection & alarm system, access control system, IP CCTV surveillance, rodent repellent system and public address system. The server room should

have VESDA system, water leak detection system, temperature & humidity sensor and flashing alarm beacons.

- h) Novec 1230 Gas based fire suppression system as per NFPA guidelines should be present inside the contained area for protection of the server farm area and the contained area including all accessories (UPS/Battery/Electrical room).
- i) The main power will be provided by OIL's own power generation plant. Secondary power to the datacenter infrastructure to be provided by a silent diesel generator of adequate rating.
- j) Auxiliary areas inside the datacenter facility should have comfort cooling systems.
- k) Local area network cabling of the racks as per requirement.
- l) A highly efficient building management system (BMS) to be included as per requirement.
- m) 2X80 KVA parallel load balanced Hi-Performance Modular online UPS system scalable up to 120 KVA within the same rack with isolation transformer and separate battery bank for each UPS giving 30 minutes backup for IT Load.
- n) 2X10 KVA parallel load balanced Hi-Performance online UPS system with isolation transformer and separate battery bank for each UPS giving 30 minutes backup for power supply to Emergency Lights, BMS, Security systems, PC Workstations, NOC Display Panels.
- o) UPS power distribution to the racks should be through overhead redundant busbar trunking system.
- p) All network and power cables shall run through wire mesh cable trays either suspended from the ceiling or laid over cable trays running below the floor. The cable trays for network and power cables should be separate in order to avoid any electromagnetic interference.
- q) Raised access floor of 600mm height to be considered for the entire DC facility.
- r) Building management system should be considered along with integration of electrical, UPS, DG, PAC, IT Racks, IP Access Control, Fire detection & alarm, water leak detection and rodent repellent systems.
- s) The scope of work would include supply, installation, testing, commissioning of all the systems as listed under the Schedule of Requirements including a 12 month comprehensive warranty on all electrical & electronic equipment. The scope of work would also include 48 month comprehensive annual maintenance of all systems post first year warranty and onsite support for 60 months.
- t) Water and electricity for construction works as well as running the datacenter infrastructure would be provided by Oil India Limited, Duliajan.
- u) Bidder has to arrange for all transportation of materials up to the proposed facility building including un-loading, un-packing and mounting.
- v) A general layout showing the placement of equipment to be submitted along with the bid.

**2. Supply, Installation, Testing and Commissioning****2.1. Civil & Interior Works**

The internal layout is attached as Drawing No OIL/10764.

The scope for civil work in this TENDER is to furnish the facility area in all aspects. The furnishing includes but not limited to the following:

- Fire Rated Partitions.
- Cement Concrete works, as required.
- Wall treatment including POP, Putty & Paint work, Aluminum foiled faced insulation etc.
- Raised Floor & Granite Flooring.
- False Ceiling.
- Fire rated and Aluminium-glass doors.
- Furniture & fixture including storage.

All material to be used shall be of approved quality ISI mark unless otherwise specified. Detailed specification as mentioned in the SPECIFICATION & COMPLIANCE must be complied.

**2.2. Electrical Works****GENERAL**

Power to the Data Centre is proposed to be drawn from two primary sources:

- 500 kVA, 11 kV/415VAC Prefabricated / Unitised Substation (USS) (Main supply)
- 250 kVA DG set (Standby supply)

The DG set shall start upon failure of mains supply, and power restored to the Data centre automatically.

The power shall be drawn through PVCA Aluminum cables of suitable size, and terminated on a LT panel.

Detailed description of the above items is given in the following clauses.

**2.2.1 Main LT Panel****General**

The LT Panel shall be of floor-mounted, free-standing, multi-cubicle type, made of metal, and feature the minimum equipment (as described in following sub-clauses), each located in its own, separate and dedicated metal compartment/cubicle. Each compartment/cubicle shall have its own hinged door and locking arrangement.

Adequate caution signs, indicating danger and voltage levels, and conforming to relevant Indian standard, shall be fitted prominently, both at the front and rear.

Each compartment/cubicle shall be properly identified by means of legible signage to be finalized during drawing approval stage.

All ACB / MCCB fitted in the LT panel shall have provision for LOTO (lockout-tagout) arrangement.

Cable Entry into the panel shall preferably be from the bottom. All cable terminations at the LT panel end, including supply and fitting of suitable terminating sockets

Detailed technical specification for the Main LT Panel is available in the SPECIFICATION & COMPLIANCE.

**Air Circuit Breakers**

The power from the USS and DG set shall be brought to the LT panel through PVC cables, adequately sized, and terminated on individual Air Circuit Breakers, acting as incomers. The 415 VAC LT bus shall be sectionalized into two sections by a bus-section ACB, and the power cables from USS and DG set shall be



terminated in separate sections. The three breakers shall be coordinated and programmed to ensure uninterrupted power supply from either of the two power sources.

ACBs shall be 4P, 50kA, EDO, Microprocessor release for O/L, S/C, E/F (LSI-g), with closing, shunt trip and UV coils. Control voltage shall be 230VAC.

ACB shall incorporate shunt trip feature, electrical and manual spring charging, electrical and manual trip.

All three ACB shall be of equal rating of 630Amps. Further Specifications are given in SPECIFICATION & COMPLIANCE.

### **MCCB**

All power outgoing should be through adequately sized MCCB. Each MCCB shall be located in its own individual compartment, and should be capable of being operated independently of other MCCB.

The rating of individual MCCB shall be as under:

400A – 4 Nos. Microprocessor based MCCB

250A – 4 Nos. Microprocessor based MCCB

160A – 8 Nos Microprocessor based MCCB

The specification for the MCCBs is provided in the SPECIFICATION & COMPLIANCE.

### **BUSBAR**

The bus shall be sectionalized into two separate sections.

The Busbar shall be of tinned copper, three phase and neutral. The neutral bar should be equal in size, rating and construction to the phase bars. The bars shall be supported by non-hygroscopic bushings/insulation, preferably porcelain. The nominal current rating of the bars shall be 1250 Amps (min; +/- 10%), and be sized accordingly.

The short time rating of the bus should be 50 kA for 1 second.

For detailed Specifications, please refer: SPECIFICATION & COMPLIANCE.

### **METERING & INDICATION**

Each incomer ACB should include the following:

- Phase indication lamps (LED) – one for each phase
- Breaker closed LED indication lamp
- Breaker open LED lamp
- Breaker trip LED lamp
- Spring charged LED lamp
- Multifunction meter, incorporating minimum voltage, current, frequency, load (kWhr).

The bus section ACB should include:

- Phase indication lamps (LED) – one for each phase
- Breaker closed LED indication lamp
- Breaker open LED lamp
- Breaker trip LED lamp
- Spring charged LED lamp
- Voltmeter and voltmeter selection switch

Each outgoing MCCB based feeder should include the following:

- Breaker closed LED indication lamp
- Breaker open LED lamp
- Breaker trip LED lamp
- Digital Ammeter and ammeter selection switch

**Protection**

CTs and relays required for protection/indication shall be designed and fitted for requirements of Tier-2 Data Centre.

Further Specifications are available in SPECIFICATION & COMPLIANCE.

**2.2.2 Main UPS Distribution Panel**

Each Main UPS Distribution panel shall have the following:

- i) Two nos. of 200A MCCB as incomer
- ii) 6 Nos. of 80A MCCB feeder (outgoing)

All other specification of MCCBs is given in annexure.

The power to the bus-trunking system should be through the outgoing feeder MCCBs. The load should be distributed amongst these outgoing MCCBs so that each MCCB carries equal load.

The power to the TELCO racks shall be from the Main UPS Distribution panel. All required arrangements (MCCBs, DBs, MCBs, cables, etc.) for this supply shall be made accordingly.

**2.2.3 Auxiliary UPS Distribution Panel**

The Aux. UPS Distribution panel (VTPN DB) sources power from the Auxiliary UPS, and delivers power to Fire & Security system, Emergency lighting, Building Management System, Workstations, etc.

The detailed specification for the VTPN DB is given in annexure.

**2.2.4 Power and control Cables****USS to LT Panel**

Power Cables from USS to LT panel shall be suitably sized, 3.5 or 4 core, Copper/Aluminum conductor, PVC insulated, PVC sheathed. Cables shall be rated for 1100 Volts. The glanding and terminating of this cable at the LT Panel end shall be in the scope of the bidder.

**Power Cables from DG set to LT Panel**

Power Cables from DG to LT panel shall be suitably sized, 3.5 or 4 core, Copper/Aluminum conductor, PVC insulated, PVC sheathed. Cables shall be rated for 1100 Volts. The glanding and terminating of this cable at the LT Panel end shall be in the scope of the bidder.

**Interconnection cables between LT panel /various DBs / power distribution boards / Air Conditioners / other usage points within building**

All cables between LT Panel and DBs, between DBs and various usage points, busbars, etc. shall be in the scope of supply. These cables shall be suitable sized for peak calculated loads, and be of multi-stranded copper conductor, PVC insulated and sheathed, single or multi-core as needed.

**Control Cables**

All control cables shall be single core, multi-stranded copper conductor, PVC insulated/sheathed, 1.5 sq.mm size, colour coded to identify phase.

Note: All cables used for CT connection shall be 2.5 mm size.

**Cable routing**

All cables laid shall be through PVC conduits or PVC casing capping, with the cable route designed for safety and aesthetics.

**2.2.5 Illumination****Normal Lighting (1 x 4 LED fittings)**

1 x 4 type LED luminaries should be used, with a colour temperature of 6000K and power efficiency of 100 lumens/watt or better. All lamps/lamp drivers should be installed in an aesthetic manner.

Illumination levels should be as per following table:

Location	Illumination level in lux
Server Room	600
Other Rooms	400
Corridors	100

A tolerance of 10% from the above values shall be considered as normal.

The normal lighting shall draw power from the nearest lighting DBs

**Emergency lighting**

All rooms, including server room, and corridors and stairways should have emergency lighting. The emergency lights should glow when the main supply fails. The emergency lighting should achieve a minimum of 50 lux at all rooms/corridors.

The emergency lighting shall draw power from the Auxiliary UPS DB.

**Exit signage**

All rooms and corridors should have prominent glow signs to indicate exit path to be followed in cases of emergencies. These exit signs should be visible during smoke. All signs to be preferably edge lit LED type, with battery backup for no-power situations. All exit signs shall draw power from the Auxiliary UPS DB.

**2.2.6 PAC Panel**

The PAC panel shall draw power from the main LT panel and supply power to individual Precision Air conditioners.

The PAC panel shall have two 400 A micro-processor based MCCB as incomer and 06(six) nos of 100 A/125 A microprocessor based MCCB as outgoing.

The PAC panel shall be mounted outside the server room and near the LT Panel.

**2.2.7 Busbar Trunking (BBT)**

The busbar trunking (BBT) system shall provide power to the servers located in the server room. The BBT system shall draw power from the Main UPS output panel MCCB breakers. The BBT system shall be a complete system, including but not limited to the following components:

- Supply isolator
- Main trunking units
- Junction units
- Feeder units
- Insulation
- Tap-off units
- Tap-off plugs
- Mounting / hanging facilities
- Ancillaries and accessories

Any “feeder box” required shall also be part of the BBT system.

The BBT system shall be complete with all accessories like End flanges, Fixing brackets, Suspension hooks, Suspension brackets, Cable fixtures, etc.

The BBT system shall be 3 phase, with neutral. It should be adequately insulated throughout its entire length, from start to end point, including all joints, junctions and tap-off points.

Degree of protection shall be IP5X.

#### **Redundancy**

Each server rack has two PDUs (Power Distribution Units), and each PDU shall be connected to one power rail, such that each server is connected to two different power rails (one rail is “hot standby” – in case one rail is switched off, the other rail shall continue supplying power without any interruption). Each such pair of BBT rails shall supply six server racks (Total twelve server racks, hence two pairs of BBT rails). The expected peak load is given below:

<b>SI #</b>	<b>Component</b>	<b>Qty</b>	<b>Load / Unit (kW)</b>	<b>% Tolerance</b>	<b>Expected Peak Load</b>	<b>UOM</b>
1	High Density Server Racks @10 kVA	4	8	0	32	kW
2	Medium Density Server Racks @5 kVA	6	4	0	24	kW
3	Network Racks @2.5 kVA	2	2	0	4	kW

The redundant rails shall extend from the power source to the usage point.

#### **Tap-off plugs**

Power from the rails shall be delivered to individual server racks through “tap-off plugs/tap-off points” inserted into the busbar rails. The rating and type of plug shall be suitable for Data-center applications. The BBT shall be rated IP5X at the tap-off point, with the plugs fitted properly.

Tap-off plugs shall be rated for a minimum of 63 Amps at operational voltage. Tap-off plugs/points should be capable of being detached or connected from the power rails when the rails are powered up at the rated operational voltage.

Tap-off plugs/points shall be of metal, adequately protected against electrical shocks to operating personnel. All cables fitted to tap-off plugs shall be Low Halogen and Fire-retardant type.

The tap-off plugs/points shall be of same make as the BBT system.

#### **Other considerations**

Adequate clearances and creepage distances shall be maintained.

The BBT system shall be suitable for an operational voltage of 690VAC, and insulated for 1000/1100 VAC.

#### **Power to the TELCO racks**

The power to the TELCO racks can be through the BBT system, or through separate cables. In both cases, the power source shall be the Main UPS output Panel.

**2.2.8 EARTHING**

The system shall be effectively earthed.

The earthing system shall consist of chemical earth electrodes (6 nos., spaced 6 meters apart from each other and 2 m away from building walls) interconnected by 50mm GI straps to form a earthing network. The earth network shall have a max resistance of 3 ohms.

The connection from the LT panel to the earth system shall be in the scope of the bidder.

All earth electrodes shall be enclosed and capped by cemented earth-pit covers.

**2.2.9 Wiring Accessories**

Wiring Accessories includes, but is not limited to the following. If detailed engineering design so requires, the scope should be enlarged to include more items.

**VTPN DB**

VTPN DBs shall source power from the main LT panel and supply power to SPN DBs. Each Vertical TPN (VTPN) shall be 3 Phase, 12 way outgoing, with specifications as mentioned in SPECIFICATION & COMPLIANCE .

**VTPN Incomer:**

Detailed Specifications are as mentioned in SPECIFICATION & COMPLIANCE.

**VTPN Outgoing: 12 way per DB (TP MCB, and SP MCB)**

Each MCB shall be with specifications as mentioned in SPECIFICATION & COMPLIANCE.

- All blank openings should be fitted with blanking plates

**Wiring Accessories: Comfort/Room Air Conditioners' (CAC) SPN Distribution Boards – SPN DB 6 way**

Each CAC DB shall source power from a VTPN, and supply power to individual Air-Conditioners These CAC DBs are SPN DB, with ELCB/RCBO fitted in the incomer, and 6 way, 20 Amps MCB as outgoing. The Air conditioners shall be finally supplied through 20Amps Metalclad, MCB switch-sockets.

**Lighting DB**

Lighting DBs shall source power from the main DB (VTPN DB), and provide power for all the lights and power sockets. These lighting DBs are SPN DB, with ELCB/RCBO fitted in the incomer, and 6 way MCB as outgoing.

**Lighting Wires/Cables**

All lighting and internal wiring shall be done with FRLS, 1.5 sq.mm., single core wire in PVC conduit. Wire shall conform to relevant BIS codes.

Looping of wiring will not be allowed in any case.

**Switches, Sockets**

These shall be of modular type, of appropriate rating.

**2.2.10 Other T&C****Standards**

- i) Unless otherwise specified, the equipments/components shall be designed, assembled, erected and tested in accordance with the relevant IS codes published by the Bureau of Indian Standards, wherever available, in order that specific aspects under Indian conditions are taken care of. In case, where suitable Indian standards are not available, the item(s) shall conform to the generally accepted codes and practices.

- ii) The electrical equipments & installation shall also conform to the latest CEA Regulations, as regards safety, earthing and essential provisions specified therein for installation and operation of electrical equipments.
- iii) All the items included in the scope of this tender shall comply with the statutory requirements in force. The entire equipment & installation shall also conform to the provisions of statutory and other regulations in force and relevant to the items of works called for in this document.
- iv) Where the offer deviates from the specified standards, the bidder shall indicate clearly in his offer the standards proposed to be adopted by him along with the details thereof.

**Workmanship**

All items covered in the specifications shall be manufactured from the best materials under first class workmanship.

**2.2.11 Design Considerations**

Notwithstanding anything said above, if design considerations merit, bidders can add or deviate from the specifications for the clauses mentioned below. Each such addition/deviation shall be highlighted with adequate technical justification thereof. Please note that any such addition/deviation (taken/highlighted by bidder, or noted during technical scrutiny of bid) not accompanied by adequate justifications shall not be considered. However, OIL reserves the right to accept or reject such deviations after considering the merit of each individual deviation.

Table indicating clauses where deviations will be considered

Clause #	Relating to (Item description)
2.2.1	LT Panel
2.2.9	Wiring
2.2.5	Illumination (Quantity and size of fitting (1 x 4; 2x2, etc) only)
2.2.7	Busbar Trunking System

Deviations from specifications of any other clause shall not be accepted.

**2.2.12 DOCUMENTS TO BE SUBMITTED****AFTER ORDER**

The following drawings & documents shall be submitted for approval:

- (i) GA drawing,
- (ii) SLD,
- (iii) Termination details,
- (iv) Wiring diagram and
- (v) Complete bill of material (BOM)

**WITH SUPPLY****For LT Panel and Electrical Items**

Four sets of the following documents shall be submitted with the supply

- (i) Approved GA drawing showing all details, including constructional detail and component layout for panels.
- (ii) Approved SLD & Schematic Diagram.

- (iii) Technical specification of all equipment including Manual/Catalogue /installation instructions etc.
- (iv) Bill of Materials with technical details.
- (v) Certificates of all Routine, Acceptance & Type tests, as well as tests carried out during inspection.

**For Comfort/Split Air-Conditioner**

- (vi) Duly signed warranty certificate.
- (vii) One set of operation/maintenance manual against each item.

**AFTER COMMISSIONING****For LT panel and Electrical items**

- i) Commissioning records and final "as-built" drawings
- ii) List of recommended spares with pricing and part no. for two years operation.

**For PAC**

- iii) Commissioning Report
- iv) Three (3) Set of Operation & Maintenance Manual
- v) Factory Test report & the site test report after commissioning of the unit.
- vi) The circuit diagram ("As built/As executed").
- vii) Recommended spare part list.

**2.2.13 ROOM ILLUMINATION**

1. All measurements shall be done at least two hours after sunset.
2. Measurements shall be carried out jointly, using two lux-meters, one supplied by Oil India Ltd., and the other by the contractor. Average values of each reading from both meters shall be considered for calculation.
3. The minimum number of illuminance measurement points per individual room/corridor shall be based on the Room Index (RI):

$$RI = \frac{L \times B}{H \times (L + B)}$$

Where,

L = Length of room;

B = Breadth (Width) of room; and

H = Height of luminaries above the plane of measurement (Luminarie height).  
(all measurements in metres)

Based on the RI, the minimum number of measurement points shall be calculated as:

Room Index	Number of measurement points
RI < 1	8
1 < RI < 2	18
2 < RI < 3	32
RI > 3	50

4. The measurement grid shall be positioned to cover a representative area of the room/corridor. The working plane shall be an imaginary plane one metre above the respective floor/stairs.
5. Measurements shall be taken after all fittings/equipment/accessories have been fitted.

6. Measurement points may be adjusted to take care of obstruction from overlapping fittings/equipment.
7. The illuminance reading in lux shall be noted for each measurement point on this imaginary plane, and the average value and ratio calculated.

### **2.3. UPS system**

There shall be two modular UPS systems in the facility to cater to the IT load. An auxiliary UPS system for power supply to Emergency Lights, BMS, Security systems, PC Workstations, NOC Display Panels. UPS and battery banks to be placed away from the IT racks and outside the Server Room.

Each Main UPS shall draw power directly from its dedicated MCCB at LT Panel, and provide power to the server racks and the TELCO racks, via the Main UPS Panel. Each Auxiliary UPS shall draw power directly from its dedicated MCCB at LT Panel, and provide power to the Building Management Station, Workstations, Emergency lights, etc, via the Auxiliary UPS Panel.

The rating of the main modular UPS has been considered based on the current and future IT loads. It is proposed to currently have a minimum of 02 x 80 KVA online UPS, scalable to 02 x 120 KVA (within the same unit) as per specifications outlined in SPECIFICATION & COMPLIANCE. Battery backup of minimum 30 minutes on full load should be available with each UPS. Battery shall be 12V SMF type, as per specification, from reputed manufacturer's only. Common battery banks shall not be approved. The UPS system should ensure a minimum power availability of 99.9 % annually.

Rating of the auxiliary UPS shall be 10 KVA with 30 minutes battery backup and as per specifications.

Both the UPS and batteries should be included for 12 months comprehensive warranty / support.

Intelligent RS-232/ RS 485 communication should be possible to provide UPS status indications, electrical parameters such as Input & Output Voltage, Load levels etc. and unattended shutdown.

User-friendly LCD Display to indicate all important UPS parameters such as Input Voltage, Output Voltage, Battery Level and Load Level shall be provided. The UPS system shall consist of modular architecture and automatic sleep mode.

### **ARCHITECTURE FOR MAIN UPS**

#### **Control Modules**

The system should not have an centralized control modules, the control modules has to be built for each power module to improve the reliability of the system

#### **Scalable Power Modules**

The system shall be comprised of minimum 20KVA power modules, either in single or multiple and shall be capable of being configured for redundant operation. Power modules should be hot swappable to facilitate the scalability without any disturbance to load. If load decreases, some modules will automatic go into sleep mode to reduce power consumption. The three phase UPS should be made up of individual single phase modules which are redundant and self-configuring so that power can be increased quickly and safely. Additional module should be available in each UPS for module level redundancy.

#### **Module Management:**

The modular UPS shall offer the ability to scale its capacity and/or redundancy by automatically shifting load to fewer power modules and selectively place unnecessary modules in the "hibernate mode" based on the sensed output load level. This is in order to drive the load higher on the remaining modules. Therefore, with multiple modules, a UPS shall achieve 2-3% higher efficiencies than conventional operation when loaded less than 50% of system rating. In case of instantaneous addition of full load on the bus this modules should assume load without any interruption to the total load.



A power module shall not be restricted to any specific slot. Power modules can be installed without having to pre-configure. Configuration shall be entirely automated.

**Eco Mode:**

In bypass operation, an even higher operating efficiency may be achieved without sacrificing protection when there are good power conditions. Depending on configuration, efficiency can exceed 99%. The load remains in bypass mode until the input voltage exceeds tolerance levels, and then enters full protection mode. This setting is disabled by default and can be configured using the display.

**Fault Tolerance:**

The combination and redundancy of the power modules and the parallel redundant architecture between the power modules shall not confine the component or PCB failures to a single power module. The remainder of the system power modules shall not be affected and shall continue to provide protection to the critical load. With the N+1 redundant architecture, the UPS faulty power module is isolated from the working units thus providing the system fault tolerance.

**Efficiency**

The overall AC-AC efficiency of the UPS shall be not be less than 95%. The efficiency shall be measured under the following conditions

- The UPS System is operating at 50% load
- The battery are fully charged and floating on the system
- The input voltage is within the specifications
- The load power factor shall be 0.9 lagging

**Environmental conditions**

The UPS shall be designed to work in following environmental conditions:

- Operating temperature 0-40 deg C
- Relative Humidity 0-95%
- Storage temperature : - 25°C to 50°C
- Operating Altitude 1000m above MSL

**Display and Metering**

The UPS system shall have LCD Display for monitoring the parameters and status of alarm. The UPS shall be provided with a mimic diagram on the front door of cubicle housing the system. The failure of display should not lead to the system failure. The system should work normally without the display.

**Indications**

The following shall be provided:

- Monitoring of AC input voltage
- Monitoring of DC bus voltage
- Monitoring of DC charging/discharging current from the battery.
- Monitoring of output line voltage
- Monitoring of output line current
- Monitoring of input and output frequency
- Monitoring of AC bypass input voltage
- Monitoring of output power

Each UPS module shall be equipped with a mimic to indicate power flow to the critical load along with an indication of the availability of the rectifier/charger, battery, automatic bypass, inverter, load. The mimic shall provide a quick and easy indication of the load level (displayed on LCD), including for overload conditions (displayed on LCD). This power flow is also shown in the LCD menu.

The display unit shall display the following UPS operational status

- Normal operation, load power xxx%.

- Battery operation, time xxx minutes.
- Bypass operation.
- Standby
- LED indications for load level battery autonomy

Indication Lamp shall be provided for Red LEDs shall be provided for ON indication, Green for OFF indication and Amber for fault indication, Main ON, Battery ON, Inverter ON, and Low Battery. Each Power modules shall also have its own display the following parameters of each power module.

- Monitoring of AC input voltage
- Monitoring of DC bus voltage
- Monitoring of DC charging/discharging current from the battery.
- Monitoring of output line voltage
- Monitoring of output line current

**Annunciations:**

Alarm annunciation shall be provided using either LED indicators or LCD display for depiction of fault conditions in the UPS system along with audible alarm. The system shall have 'accept', 'reset' and 'test' facility over separate push buttons. The annunciation system shall cover the faults described earlier for the entire UPS system including in the following

- Overload
- DC over voltage
- Emergency shutdown
- Rectifier fault
- Battery low condition
- Mains failure
- Cooling fan failure, where provided
- Fuse failure
- Static by-pass ready/fault
- Static by-pass inhibited
- Inverter fault
- Output voltage error
- Ups fail
- Short Circuit
- Battery Charging

**REFERENCE STANDARDS**

The static uninterruptible power system must be designed and produced in compliance with the following international standards:

- EN 62040-1 "General and safety requirements for UPS used in operator access areas"
- EN 62040-2 "Electromagnetic compatibility requirements (EMC)"
- EN 62040-3 "Performance requirements and test methods"

**2.4. Diesel Generator****SCOPE OF SUPPLY:**

The scope of supply by the bidder shall be 250kVA , 415 Volts, 3 Phase, 50 Hz Industrial type, Diesel Engine driven Generating set with all accessories , and associated items as mentioned in the tender and housed in an acoustic enclosure (Generating set, control panel and AMF panel).

The generating sets shall be the used as secondary source of power for the application. The rating applies to supplying continuous power at variable load for unlimited annual hours. A 10% overload is allowed for up to 1 hour in every 12 hours.

**GENERAL NOTES ON ENGINE**

a) The engine shall conform to ISO 3046/ IS1000 /BS 5514 specifications and shall be rated for continuous power with an over load power rating of 110 % of the continuous power corresponding to engine application , for a period of 1 hour within a period of 12hrs of operation.

(b) The bidder should submit the following information along with relevant performance rating curves and engine product catalogues, Gross HP developed at rated RPM, Deduction for fan, charging alternator and other ancillary equipment, Net HP developed at rated RPM, Specific fuel consumption at rated power as well as 110%, 75%, 50% of rated load

(c) Gen. Set should be mounted on an oil field type skid.

(d) Bidder to submit filled in data sheet enclosed with the enquiry.

1. Make
2. Model
3. Number of cylinders
4. Aspiration
5. Displacement
6. Bore x stroke
7. Length x width x height
8. Rated speed
9. Gross HP at rated RPM
10. Deduction for fan, altitude, temperature.
11. Net HP available at rated RPM
12. Specific fuel consumption at
  - a. 110 % load
  - b. 100 % load
  - c. 75 % load
  - d. 50 % load
13. Lubricating oil consumption (lt/hr)
14. Make and type of governor
15. Accuracy class
16. Speed droop
17. Speed range

**AUTOMATIC TRANSFER SWITCH**

Drawing of ATS panel shall be supplied by the party to OIL.

The ATS panel shall be tested at manufacturers' works and OIL reserves the right for inspection of the same prior to dispatch of switches.

**MISCELLANEOUS ITEMS**

- Heavy duty Single Compression Cable Glands shall be used at all cable entries for power and control cables. Cable Glands shall also be provided for the outgoing power cable. All cable glands to be supplied by the party. QUANTITY AS REQUIRED. **Make: Baliga/ GMI/Dowells.**
- All power and control cable terminal ends will have suitable heavy duty crimping lugs of tinned copper. All lugs supplied by the party. QUANTITY AS REQUIRED. **Make: Dowells.**
- All hardware shall be high tensile type, zinc passivated, and with spring and flat washer of appropriate size and as per IS. QUANTITY AS REQUIRED.
- Each earth electrodes will be made from 100mm ID, 5.0mm wall thickness, ISI approved medium grade GI pipes. The length of electrode will be 3000mm. Each electrode will have four nos. of L-shaped GI connection straps of 50x6mm size welded to its top for connection to earth system. The weld should be of full length along the L- connector side and cleaned of slug and then coated with aluminum based paint or bituminous paint to prevent corrosion. The connection part of each connection strap will have two nos. of holes of 16mm diameter. The electrode will have holes along its length as per IS-3043 for proper flow of water to the outside surface of electrode when installed. The electrode top will be 300 mm below the ground level. Each electrode will have its separate enclosure made from brickwork and have removable concrete cover for inspection, testing and connection. Size, construction and watering arrangement of the enclosure will be as per IS-3043. There will be openings in the enclosure sides for passing the earth straps. The straps will be laid 300mm below the ground level. Electrode no. shall be marked on the earth pit cover. Quantity- 2 nos.
- Grouting of ATS panel shall be done by the party.
- Any item not specified above but required for installation, testing commissioning of all items.

**ACOUSTIC ENCLOSURE**

The generating set comprising of engine coupled with alternator, control panel, AMF should be placed inside an acoustic enclosure

Bidders should submit layout drawing of the acoustic enclosure indicating positions of engine, alternator, control panel etc. along with the wiring diagram of the package.

Enclosure design should be such that for any major maintenance activities the enclosures from any side can be easily dismantled and re-erected.

Generating set comprising of Engine, Alternator, control panel and other auxiliaries should be placed inside an acoustic enclosure (approved by ARAI, Pune/ NPL, New Delhi/ NSTL, Visakhapatnam/ FCRI, Palghat / NAL, Bangalore) and the unit should be mounted to a common base frame. The set should have proper arrangement for easy loading /unloading to facilitate ease in transportation.

**INSPECTION AND TESTING**

The complete unit/ alternator/ control panel may be inspected and tested at manufacturer's works / factory by a team of OIL Engineers prior to dispatch. Amongst others, all routine tests of the alternator and control panel shall be witnessed during the inspection. Intimation for inspection of complete unit must be sent to OIL at least 30 days in advance.

All routine tests of the alternator and control panel shall be witness during the inspection at respective manufacturers' works. Prior information to be given to OIL.

Any modification suggested during inspection shall be carried out by supplier at no additional cost. Supplier shall affect dispatch of the unit to OIL, Duliajan only on receipt of OIL's dispatch advice.

**INSTALLATION AND COMMISSIONING**

Installation and Commissioning of the generating sets, control panels, Acoustic Enclosure, AMF etc. shall be carried out by the supplier in the presence of OIL representatives at its fields at Duliajan, Assam (India). Services of qualified and competent personnel from equipment manufacturer are essential during installation and commissioning of the generating sets. Persons engaged for installation, testing and commissioning of alternator and control panel should have valid electrical license. A person who is authorized for supervision of all electrical works should have supervisory license.

Party shall connect the earthing loops of the unit to OIL's earth system using four nos. 10.0 M long earth loops provided inside the unit.

The genset will be treated as successfully commissioned after successful load test of the unit at OIL's field site with available load for 72 hrs and submission of all necessary documents.

**PARTS LIST, INSTRUCTION MANUAL & DRAWING**

The supplier should provide two sets each of the manuals and books listed below for each unit:

1. OPERATING INSTRUCTIONS - with description and illustration of all switchgear controls and indicators and engine and generator controls.
2. PARTS BOOKS - that illustrate and list all assemblies, subassemblies and components, except standard fastening hardware (nuts, bolt, washers etc.).
3. PREVENTIVE MAINTENANCE INSTRUCTIONS- on the complete system that cover daily, weekly, monthly, biannual, and annual maintenance requirements and include a complete lubrication chart.
4. ROUTINE TEST PROCEDURES- for all electronic and electrical circuits and for the main AC generator.
5. TROUBLESHOOTING CHART- covering the complete generator set showing description of trouble, probable cause and suggested remedy.
6. RECOMMENDED SPARE PARTS LIST- showing all consumables anticipated to be required during routine maintenance and test.
7. WIRING DIAGRAM AND SCHEMATICS- showing function of all electrical components.
8. One set of drawing showing installation details of the generating set, oilfield type skid, wiring diagram for the control panel ( inclusive of float charger ) and wiring drawing between the alternator and control panel should be provided with each generating set. All control panel diagram and schematic diagram are to be sent to us before supply of order materials.
9. The bidders should provide installation diagram of the set along with the quotation.
10. The supplier should provide along with the set
  - i. Dynamic load
  - ii. Static load
  - iii. Any unbalanced load

**PACKING**

Packing should be sufficiently robust to withstand rough handling during transit. All items should have their respective identification tag and should be suitably packed to provide ease of handling / storage and offer maximum protection during transit. Crates and boxes should have a list secured to the exterior wherein

the items contained inside should be mentioned in addition to a duplicate list inside. The sling points on the crates should be properly indicated. Internal parts should be sprayed with a rust inhibitor and all openings should be covered with masking tapes to prevent ingress of water. Manuals/ packing cases containing electrical equipment should be lined with water proof material.

Detailed Specifications are as mentioned in SPECIFICATION & COMPLIANCE.

**DOCUMENTS (For Electrical part of GENSET):**

The successful bidder shall obtain approval for the following drawings / documents prior to manufacturing of alternator & control panel

- GA drawing
- Detailed power & control wiring diagram, detail enclosure drawings for control panel, earthing scheme.
- Layout plan of the unit showing all parts, cable routes.
- Illumination scheme with plug socket.
- Details of power cables, control cable and their routes.

Following documents shall be submitted in bound form after commissioning of the genset

- GA drawing
- Detailed power & control wiring diagram, detailed enclosure drawings for control panel, earthing scheme, and layout plan of the unit showing all parts.
- Details of power cables, control cable and their routes.
- Technical literature of alternator.
- O&M manual.
- Catalogues of various components.
- All test certificates for tests done at manufacturer's works for alternator, control panel and complete unit.
- Reports of tests done during commissioning.
- List of recommended spares for two years.

**2.5. Precision Cooling**

The bidder will be required to design, supply, transport, store, unpack, erect and commission the Precision Cooling units for the datacenter infrastructure.

The server room / server section should be maintained at a temperature of 16-20 DegC  $\pm$  1 DegC. To achieve this, Precision Air-Conditioners (PAC) shall be used. The quantity of PAC shall be three units/numbers, with provision for installation of a fourth PAC of same capacity in future.

Air cooled precision type packaged air conditioning units, self-contained floor discharge type complete with digital scroll compressors, fan section with dynamically balanced backward curved fan driven by electronically commuted (EC) Motor, multi rows deep cooling coil of copper tubes and fins, air cooled condenser with copper tubes and fins, copper refrigerant piping and thermostatic expansion valve.

The power for these PAC shall be drawn from the PAC panel. The power per PAC unit shall be limited to 30 kW. The PAC shall be connected so as to achieve adequate redundancy (of cooling capacity) as per relevant Tier standards for the Data Center.

The cables from the PAC Panel to the individual PAC shall be PVC Armored type of suitable size. Each PAC shall be connected independently to the PAC panel.

To take into account variations in PAC tonnage ratings across different manufacturers, +/- 10% tolerance on the TR specified is allowed.

NOTE: The low-side work has to be completed for 4 nos. of 10 TR rated PAC, even though the SOQ calls for three PAC to be supplied. The fourth PAC shall be fitted as and when the heat load increases.

The following shall be the broad scope of work for the Precision Air Condition System:

- Design of the Precision Air Conditioning (PAC) System
- Supply, inspection and delivery at site. Electrical Cabling, earthing, cable trays etc shall be in the bidder/supplier scope.
- Installation and configuration of the PAC units at the Data Centre
- Providing and fixing at site of all equipment associated with PAC system, including floor/under-deck/ceiling/wall insulation, false flooring (if required by design/specs)
- Execute all incidental work at site, including materials supply, related to PAC system
- Commissioning the PAC system.
- All items mentioned in these specifications shall be complete in all respects and any component or, equipment not covered here but essential for proper design, operation and maintenance shall be brought to the notice and included by the bidder/supplier without any extra cost. The successful bidder/supplier shall take full responsibility for the guaranteed operation of the system, as regards performance / reliability etc.
- The AC system must comply with prevailing energy efficiency norms. (EER /SEER).

Detailed Specifications are as mentioned in SPECIFICATION & COMPLIANCE.

## **2.6. Comfort Room Cooling**

Each room should be maintained at a constant temperature of 25 DegC. To achieve this, Room Air-Conditioners (AC), split type, shall be used. The quantity of AC for the entire project shall be eight (8) units/numbers. Corridors and similar interconnecting spaces need not be cooled.

The power for these PAC shall be drawn from the nearest CAC SPN DB, and be limited to 2.5 kW per AC unit.

The cables from the power source to the individual Air Conditioner shall be FR-LSH type.

Detailed Specifications are as mentioned in SPECIFICATION & COMPLIANCE.

## **2.7. Fire detection and alarm**

Fire can have disastrous consequences and affect operations of a critical IT facility. The early detection of fire and employing means for automatic suppression of the fire is important for effective functioning.

The scope of work for the fire detection and alarm systems would include:

- Fire detection and alarm systems with panel, detectors, alarms and other accessories for the entire datacenter facility.
- Integration with access control, precision AC and fire suppression system.

Detailed Specifications are as mentioned in SPECIFICATION & COMPLIANCE.

**2.8. Fire Suppression System**

The scope shall include, design, supply, installation, testing and commissioning of Novec 1230 based fire suppression system. The racks along with the equipment installed inside the Server farm should be protected by an automatic fire suppression system using Novec 1230 or equivalent clean agent. Design of the system shall be in accordance with NFPA guidelines.

Environment friendly Novec 1230 agent to be used to ensure that no harm to human beings and environment is caused. The UPS & the battery room shall also be protected by Novec 1230 based gas suppression system. Equipment in other areas should be protected by adequate fire extinguishers.

Detailed Specifications are as mentioned in SPECIFICATION & COMPLIANCE.

**2.9. Access Control System**

The scope of work shall cover supply, installation, testing and commissioning of access control system for the facility.

The system generally covers control of:

- Biometric access control for whole datacenter facility along with smart card readers.
- Emergency exit using panic / press bar.

All access control doors should be provided with magnetic locks. Magnetic locks should be of reputed makes and as per specification.

An IP based Access Control system shall have to be implemented for the datacenter facility. The access control system implemented should fulfill the basic objectives as outlined below. The system should be smart and robust for continuous operation.

Access doors to be provided with smart card readers and biometric type readers for critical areas. The system should be integrated with the building management system for a consolidated dashboard overview.

**Objectives**

- All entry and exits through the access doors should be recorded.
- The system should generate alarms for tail gating.
- All access doors to be fitted with door sensors.
- The biometric reader should be able to store fingerprint data of at least 1000 users.
- The system should be able to log all the entry & exit's with respective user and print the same on demand.
- The system should be able to handle queries related to movement log of a particular user or of particular date or date range
- The system should be able ascertain the total number of users present inside the datacenter facility at any point of time.

Detailed specifications for various components of the proposed access control system are mentioned in SPECIFICATION & COMPLIANCE .

**2.10. IP based CCTV System**

IP based CCTV system to be proposed for the entire datacenter facility. Additionally, the DG and transformer areas should also be monitored through outdoor type cameras. All cameras should be ONVIF compliant and should produce high clarity color video signals. To operate in day & night conditions the cameras should be provided with adequate IR capability.

Detailed specifications for IP CCTV system are mentioned under SPECIFICATION & COMPLIANCE.



**2.11. Rodent Repellant System**

Supply, installation, testing and commissioning of microprocessor based Master Controller with 16 X 2 LCD DISPLAY capable of operating in four ultrasonic frequency band spectrums. The controller should support upto 20 transducers in dedicated connection & 24 transducers in single loop @300 sq.ft each for Room Void Area & 150 sqft each for Ceiling & Floor Void each and networkable on RS 485 having facility to support hardwired third party integration via Modbus & potential free NO-NC contacts. The system shall use UL and CE approved transformers for power supply. Rodent repellent system to be designed for the entire facility.

Detailed Specifications are as mentioned in SPECIFICATION & COMPLIANCE.

**2.12. Water Leak Detection System**

Water leak detection System shall be designed to protect the IT racks and shall be installed as an integrated system to generate water leak alarms, if found in AC systems. The system shall be capable of interfacing to water leak detection sensors, condensation sensors & I/O modules.

Events should be clearly reported on LCD/LED display with full English language description of the nature of the fault in the panel.

Detailed Specifications are as mentioned in SPECIFICATION & COMPLIANCE.

**2.13. Building Management System**

An integrated building management system to be implemented to integrate the following systems and monitor the same. The BMS equipment shall be installed in a suitable place as approved by engineer in charge of OIL and to be monitored from the BMS Room.

Systems to be integrated:

- UPS
- PAC
- DG
- Access Control System
- Fire Detection & Alarm
- Fire Suppression system
- Water Leak Detection
- Rodent repellent system.
- Utility feeder status
- Rack PDU.

Detailed specifications for BMS system are mentioned in SPECIFICATION & COMPLIANCE.

**2.14. IT Rack (Server / Network)**

It is proposed to currently provide 09 enclosed IT Racks in the Server Room and 03 open IT racks in the telco room for the datacenter infrastructure. All the racks should be 42U made out of aluminum extruded frame with a bolted construction. Front & back doors, wherever applicable, shall have metallic honeycomb structure. Front door to be fitted with digital keypad lock. Racks should have minimum load bearing capacity of 500 Kgs. Deviation in rack specifications shall not be allowed. Each rack should have embossed OIL logo.

Detailed Specifications of racks, rack power distribution units are as mentioned in SPECIFICATION & COMPLIANCE.

### **2.15. Local Area Networking**

Entire passive cabling for data in the datacenter facility is to be provided. All cables are required to be routed in cable wire baskets running over the racks – suspended from the ceiling. The cable wire ducts or baskets to be customizable to accommodate large number of wires. Passive cabling to be done for the BMS room with proper termination to UTP information outlet. Any other data cabling to be covered to facilitate BMS operations.

Detailed specifications for all passive cables and components are mentioned in SPECIFICATION & COMPLIANCE.

## **3. Project Execution**

The human resource requirement for project execution is defined under the clause MANPOWER REQUIREMENT (Clause no 5).

### **3.1. Pre-installation activities:**

Pre installation activities shall include, various permits, clearances/ approvals required before commencement of activities. Contractor has to arrange all the jobs associated with the installation and commissioning of the systems required in connection with the project as per scope of work. Following shall be part of the Pre-installation activities wherever they are applicable for this project.

#### **PERMISSION FROM STATUTORY AGENCIES:**

Liasoning with local authorities ( State / Labour Dept/Building /Fire ) for obtaining necessary permissions /clearance ( if any ) for taking up installation activities, if required.

#### **MOBILISATION OF MAN AND MATERIAL AT SITE FOR INSTALLATION:**

Before receipt of material at site, the contractor shall mobilize personnel and site execution team(s) at site to make necessary arrangements for obtaining local clearances to start the site works, establishing site offices , arrangement for storage of materials received on delivery at site etc.

#### **INSTALLATION, CONFIGURATION AND COMMISSIONING TESTS:**

Contractor shall carry out all jobs related to construction of data center as per requirement of “Scope of Work” and approved engineering documents & drawings. The contractor shall carry out commissioning checks in line with the approved test plans to ensure that the equipment/ subsystems/ systems are performing satisfactorily before offering the system for Site Acceptance Test.

#### **SITE ACCEPTANCE TEST ( SAT ):**

The acceptance test shall cover the following scope

##### **Factory Visit for Product Acceptance**

Bidder shall arrange a factory visit for OIL inspection team before transporting the material to site (pre-despatch inspection). Two weeks of prior notice shall be given by Bidder to OIL so that necessary travel arrangements can be made; however OIL reserves the right to finalize the date for inspection. Bidder is not required to bear the cost of OIL team’s visit to the factory for inspection.

Items list for inspection – Electrical works, DG, UPS, PAC.

### **User Acceptance Testing (UAT)**

The UAT shall cover 100% of the Data Centre after successful testing by the Bidder. After successful testing by OIL, an Acceptance Test Certificate shall be issued by OIL.

#### **Prerequisite for carrying out UAT:**

- Detailed test plan shall be defined by the Bidder in consultation with respective OEMs. This plan shall be submitted to OIL for review and approval. OIL reserves the right to modify the type and / or number of parameters being tested. Approved test plan will be given back to the Bidder for execution.
- All documentation (as built drawings, equipment labeling details, cable routes, manuals, data sheets, software, maintenance schedule, asset inventory, communication and escalation details etc.) related to the Data Centre shall be completed and submitted to OIL, in hard and soft copy, before the final acceptance test.
- The training requirements as mentioned in below training section shall be completed after the final acceptance testing; the schedule shall be decided in consultation with OIL.

The UAT shall include the following:

- All hardware and software items must be installed at Data Centre as per the layout drawings and technical specifications.
- Availability of all systems shall be verified. The Bidder shall be required to demonstrate all the features / facilities / functionalities as mentioned in the TENDER.
- The Bidder will arrange the test instruments or equipment required for performance verification and will also provide documented test results.

### **3.2. Project Milestone:**

Code	Milestone	Description	Timeframe
MS00	Activity-0	Project Preliminary meeting	15 Days from the date of issue of LOA
MS01	Activity-I	The Bidder shall prepare and submit to OIL a detailed Project Plan covering all the phases of the project, establish various milestones, project organization chart, planned resources deployment, CV of Project Manager and other key resources identified for the project execution, signing of SLA, escalation matrix, implementation methodology etc., during the "Project Kick-off meeting". Additionally, the contractor shall submit the detailed design, SLD, Cable route diagram (Electrical and Data) with detail location of all components.	3 Weeks

MS02	Activity-II	Completion of all Civil Works including supply, installation and commissioning of all material under the following parts of Scope of Work / BOM :  • Civil & Interiors.	6 Weeks
MS03	Activity-III	Completion of all electrical Works including supply, installation and commissioning of all material under the following parts of Scope of Work / BOM :  • Electrical distribution system.	6 Weeks
MS04	Activity-IV	Completion of all services / works including supply, installation and commissioning of all equipment/ material under the following parts of Scope of Work / BOM :  • UPS System(Main)	2 Weeks
MS05	Activity-V	Completion of all services / works including supply, installation and commissioning of all equipment/ material under the following parts of Scope of Work / BOM :  • PAC • CAC	3 Weeks
MS06	Activity-VI	Completion of all services / works including supply, installation and commissioning of all equipment/ material under the following parts of Scope of Work / BOM :  • Addressable Fire Detection & Alarm • High Sensitivity Smoke Detection • Fire Suppression System • Portable Fire Extinguishers - Other Area • Access Control System • IP CCTV Surveillance System • Public Address System • Water Leak Detection System • Rodent Repellent System • Building Management System	7 Weeks
MS07	Activity-VII	Completion of all services / works including supply, installation and commissioning of all equipment/	3 Weeks

		material under the following parts of Scope of Work / BOM :  • Diesel Generator	
MS08	Activity-VIII	Completion of all services / works including supply, installation and commissioning of all equipment/ material under the following parts of Scope of Work / BOM :  • Racks and accessories • Passive networking • Datasafe.	2 Weeks

Pending completion of the whole Works, provisional / milestones based progressive payments for the part of the Works executed by the Contractor shall be made by Company, on the basis of work completed and verified/certified by the OIL's Head IT or his authorized representative.

### 3.3. Handing Over & Project Completion

On successful completion of SAT followed by 3 days continuous test and acceptance of the equipment/ systems by OIL, the contractor shall hand over the all requisite certificates, engineering documents and statutory permission taken for the project to OIL. The contractor shall provide orientation and familiarization of data center, systems, software and maintenance schedule of the systems to OIL engineers.

The date of taking over system by OIL shall be treated as the commencement date of the system (Date of commissioning) and one year warranty (or optional extended warranty) shall be commenced from this date.

### 3.4. Training

The Bidder/ OEM shall conduct 03 days training by experienced DC certified professional for OIL's designated officials. Training will be provided for a batch of 10 people at OIL's premises or any other premises accepted by OIL. OIL in consultation with the Bidder shall decide the detailed scope and schedule of training program. All the training material will be provided by the Bidder. The training shall cover all the systems involved in the build of the Data Centre.

### 3.5. Documentation

Bidder shall provide documentation, which follows the ITIL (Information Technology Infrastructure Library) / ISO20000 (ITSM) guidelines. This documentation shall be submitted as the project undergoes various stages of implementation. Indicative list of documents includes but is not limited to:

- Project plan in MS Project/ other giving out micro level activities with milestones and deadlines. Project Plan should cover all the phases of the project, establish various milestones, project organization chart, planned resources deployment.
- Factory Test Certificate (Original) from OEMs.
- Training material shall be provided (hard / soft copy), which shall include the presentations used for training and also the required relevant documents for the topics being covered.

- The Bidder shall be responsible for preparing process documentation related to the operation and maintenance of each component of the DC. The prepared process document shall be formally approved and signed off by OIL before commencement of UAT. The Bidder shall document all the installation and commissioning procedures and provide the same to OIL at least one week before the UAT.

The Bidder shall submit a complete set of floor layout drawings, SLD (Single Line Diagram), a complete cabling system layout (as built), including cable routing (Electrical and Data), labelling designations etc. The layout shall detail location of all components.

Manuals for configuring control panels shall be provided by Bidder.

The Bidder shall be responsible for documenting configuration of all panels / devices and keeping back up of all configuration files to enable quick recovery in case of failure of device.

Note: The Bidder shall be responsible for preparing documentation required for certification wherever applicable or as required by OIL.

#### **4. Operations & Maintenance (O&M) Services**

The Bidder shall provide operation and maintenance services for a period of 5(Five) years from the date of issue of System Acceptance Test Certificate .The scope of the services for infrastructure management during this period shall include monitoring, maintenance and management of all the components / systems / equipment supplied and installed during Data Centre build phase, along with providing Helpdesk services. The Bidder shall deploy skilled and experienced resources to provide O&M services for all the working days. The broad scope of work during the O&M phase is divided into following categories as detailed below. The human resource requirement for O&M services is defined under the clause MANPOWER REQUIREMENT (Clause no 5).

##### **4.1. Physical infrastructure system management & maintenance services**

The objective of this service is to support and maintain all the systems supplied and installed during Installation and Commissioning. This physical infrastructure management and maintenance services shall include but is not limited to:

- The entire Physical Infrastructure of the Data Centre supplied and installed including all the services are to be comprehensively maintained & operated as per manufacturer's practice.
- Proactive and reactive maintenance, repair and replacement of defective components (hardware and software). This includes carrying out the necessary repairs and replacement of parts whenever needed to keep the service and operations levels in tune with the requirements of the SLA. The cost of repair and replacement shall be borne by the BIDDER. BIDDER shall carry out scheduled preventive maintenance activities to keep all the Data Centre Infrastructure systems in optimum working conditions. BIDDER will inform OIL three (03) working days in advance and undertake the preventive maintenance activity with written consent of OIL.

Preventive maintenance should be carried out at least once in every quarter, which includes but is not limited to:

- Checking for any loose contacts in the cables and connections.
- Run diagnostics tests on equipment.
- Updating wiring and connection diagrams, whenever modifications are made.
- Ensuring that all software, tools, manuals, documentation, and other documentation related to the Non IT systems are kept properly labelled and organized in catalogue.
- Carrying out and verifying back up (surveillance system) consistency on regular interval.

- Checking and listing all wear and tear of the equipment and site environment.
- Ensuring no flammable material is present in DC area.
- Clearing up of any unnecessary items / spares.

BIDDER shall maintain cleanliness within the DC area.

The BIDDER shall maintain records of all maintenance (preventive & breakdown) of the systems and shall maintain a logbook on site that may be inspected by OIL at any time.

The BIDDER shall stock and provide adequate onsite and offsite spare parts and spare components to ensure that the Uptime commitment as per the SLA is met.

To ensure timely supply of spares & technical support the BIDDER shall have back to back SLA with the OEMs of the supplied systems.

BIDDER shall provide a copy of the SLA signed with respective OEMs for the entire contract period at the time of UAT.

Component that is reported to be down on a given date should be either fully repaired or replaced by within the time frame indicated in the SLA. In case the BIDDER fails to meet the above standards of maintenance, there will be a penalty as specified in penalty clause.

Monitor and take appropriate prompt actions for different alarms generated by the system.

For managing O&M service, a Help Desk may be set up onsite/offsite and shall provide single point of contact for all Data center related problems and service requests covering all the equipment. Help desk shall include the following activities:

- Log issues / complaints related to supplied systems / components / equipment at the Data Centre under the scope of work and issue an ID number for the service request.
- Assign severity level to each service request.
- Track each issue/service request to resolution.
- Escalate the issue / service request if necessary as per the escalation matrix defined in discussion with OIL.
- Provide feedback to the callers.
- Analyze the issue / complaint statistics.
- Creation of knowledge base on frequently asked questions to aid the users of the supplied systems/components/equipment.

The BIDDER shall undertake end to end analysis for all the systems running in the Data Centre to achieve optimum performance.

The BIDDER's person shall take utmost care while operating the installation and insure all his personals deployed for Operations & Maintenance activities at OIL Data Centre.

#### **4.2. Reports**

The BIDDER shall provide the reports as defined in SLA for all the systems / devices installed in the Data Centre in a prescribed format and media as mutually agreed with OIL on a periodic basis. Whenever required by OIL, BIDDER shall provide additional reports in the format required by OIL.

## 5. Manpower Requirement

Given below is an indicative list of resources required for OIL Data Centre during Build and O&M phases. However, Bidder has to ensure the suitability and adequacy of required resources so that Bidder can maintain the project execution timelines, quality and SLA as desired and required by OIL.

The datacenter has to be manned in 3 shifts on all days of a week.

S.No	Resource	Experience & Certification(s)
A	1. <b>Data Centre Build</b>	
i	Project Manager	Min. 5 years in similar role, B.E / B.Tech / MBA, PMP certified.
ii	Technical Consultant – Data Centre physical infrastructure	Minimum 3 years, B.E. / B.Tech, Certified Data Centre Professional(CDCP)
iii	Project Supervisor 1. Civil & Interior 2. Electrical & UPS 3. Cooling 4. DG 5. Cable personnel	Min. 2 years, Diploma holder / ITI graduate in relevant trade
B	2. <b>Operation &amp; Maintenance</b>	
i	Account Manager (not on site)	Min. 5 years in similar role, ITIL certified.
ii	Specialist Engineer ( On call) 1. Electrical 2. Mechanical	Diploma in relevant trade with min. 4 years of experience in similar role, Deployed resources should be OEM trained and certified.
iii	L1 support Engineer (resident)	Minimum 5 years of relevant experience.

## 6. Special Terms & Conditions

### 6.1. Delivery Terms

Delivery of items should conform to the activities defined under project milestone (Clause No 3.2).

Delivery of equipment and other materials to site i.e. including transportation, transit storage, if required shall be at the cost and responsibility of the Contractor. Also the Contractor shall make necessary arrangement for handling and lifting of the materials at site. The material shall be under the custody of the contractor at site till completion of works, within the premises of OIL.



## 6.2. Payment Terms

Payment shall be made on issuance of Certificate for Successful completion of an activity, as mentioned in the project milestone, by Head IT or his authorized representative. Progressive Payments shall be made for the following segregated parts / activities of Scope of Work / BOM of the tender:

S. No.	Description	Payment
1	MS01 Activity-I (Prerequisite of project execution)	NA
2	Invoice – I On successful completion of Activity-II	60%
3	Invoice – II On successful completion of Activity-III	60%
4	Invoice – III On successful completion of Activity-IV	60%
5	Invoice – IV On successful completion of Activity-V	60%
6	Invoice – V On successful completion of Activity-VI	60%
7	Invoice – VI On successful completion of Activity-VII	60%
8	Invoice – VII On successful completion of Activity-VIII	60%
9	Invoice – IX On handing over and completion of the Project.	-Balance 40% of all the activities of the Project  -100% of the project management cost.
10	Invoice – I to VIII (for material supply part) On receipt of material at site in good condition and	

	supported by the following documents:  a)  Satisfactory Factory Acceptance Test (FAT) at OEM or Manufacturing/Assembly site , jointly by Contractor & OIL  Or  Satisfactory Inspection and release of Inspection certificate at destination.  b) Insurance policies, Warranty certificates and other documents as per Contract.	
11	Payment for O&M services including manpower cost	Quarterly

- No advance payment will be made in any form.
- Invoices may be raised in stages as specified above after completion of each of the activities.

### 6.3. Penalty Terms

**Liquidated Damage:** In the event of the vendor's delay in completing the project within the stipulated timeline defined in clause "3.2. Project Milestone", the Contractor shall be liable to pay liquidated damage @ 0.5% of the total project value, per week or part thereof of delay subject to maximum ceiling of 7.5% of the total project value.

In the event that the vendor fails to achieve the agreed objective in terms of the Uptime as defined in SLA (Annexure\_SLA), penalty for Operation and Maintenance, shall be imposed as given below:-

1. Penalty amounting to 5% of the quarterly O&M charges shall be deducted for every 0.5% or fraction there of below the committed SLA of 99.5%.
2. If the Uptime as calculated in SLA goes below 95% in any quarter or fails to maintain required uptime of 99.5% or more for consecutive three quarters, then maximum applicable penalty will be applied.
3. Continuous manning of Support Engineer has to be ensured i.e. posting of another engineer in case the incumbent engineer is on leave, training, sickness etc. In case of leave of Resident Engineer, prior approval of OIL's Engineer-in-charge is mandatory. However in case of absence/leave without any reliever penalty will be imposed as Rs. 1000/- per day and the same will be deducted from the ensuing quarterly bill against charges for O&M services.
4. Maximum deductible amount will not exceed 15% of the quarterly payment for O&M services.

**6.4. O&M services Terms**

The Bidder shall provide operation and maintenance (O&M) services for a period of 5(Five) years from the date of issue of System Acceptance Test Certificate. The scope of O&M services is defined under clause 4.

**O&M services 1<sup>st</sup> year**

The 1st year of O&M services is defined under this clause with the scope of onsite support and all the equipment used in the build.

The equipment supplied under this project shall carry 01 year warranty from the respective OEMs i.e. PAC, Access control system, Surveillance system, VESDA system, Fire alarm system, Fire suppression system, WLD (Water Leak Detection) system, Rodent repellent system, BMS and any other equipment used in the build. The bidder shall submit the OEM warranty coverage documents for the above said equipment. The warranty coverage shall start from date as defined in clause Handing over & Project Completion. Replacement or repair of defective product/ system/ component shall be carried out within the defined Service Level Agreement.

**O&M services 2<sup>nd</sup> to 5<sup>th</sup> year**

The 2<sup>nd</sup> to 5<sup>th</sup> year of O&M services is defined under this clause with the scope of onsite support and all the equipment used in the build. All the equipment used in the build will be covered under comprehensive AMC for the period of 4 years.

**6.5. Resource requirement**

- The Bidder shall provide and deploy, on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a professional manner and within given timelines.
- OIL's Representative may at any time object to and require the Bidder to remove forthwith from the site a supervisor or any other authorized representative or employee of the Bidder or any person(s) deployed by Bidder or his sub - Implementation Agency, if, in the opinion of the OIL's Representative the person in question has misconducted himself or his deployment is otherwise considered undesirable by OILs Representative the Bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the OIL's Representative.
- The Bidder shall maintain backup personnel and shall promptly provide replacement of every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel.
- In case of change in its team composition owing to attrition, the Bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member should be replaced with an equally competent substitute from the pool of backup personnel.

## SERVICE LEVEL AGREEMENT

### DEFINITIONS:

**Customer:** Oil India Ltd.

**Vendor:** < Name of the organization >

**Duration of Agreement:** Five (05) years from the date of commencement unless terminated earlier.

**Call:** Any contact from customer to the designated vendor contact via agreed means of communication (e.g. telephone, e-mail, voice mail, handwritten document, web etc.).

**Incident:** Any failure, malfunction or abnormal performance reported by the customer to the vendor.

**Service Request:** Any call for service, needed for operational requirements within the Data centre.

**Response Time:** The time interval between the first call by the customer of an incident and the arrival of the vendor representative at the location of the incident.

**Resolution Time:** The time interval between the first call by the customer of an incident and the final resolution.

**Scheduled downtime:** The downtime required for carrying out any planned activities requiring equipment downtime.

**Maintenance Service Window:** The defined time period during which, all scheduled downtime should be planned in order to minimize the inconvenience to the customer.

**Consumables:** The material which are depleted during the course of their normal use. These include batteries, fire suppression agent etc.

### SCOPE:

The items covered under this agreement shall comprise:

Sl. No.	Item Descriptions
1	CIVIL & INTERIORS
2	ELECTRICAL DISTRIBUTION SYSTEM
3	DIESEL GENERATOR
4	UPS SYSTEM (Main & Auxiliary )
5	PRECISION PACKAGED COOLING UNITS ( PAC )
6	COMFORT AIR-CONDITIONING
7	ADDRESABLE FIRE DETECTION & ALARM
8	HIGH SENSITIVITY SMOKE DETECTION
9	FIRE SUPPRESSION SYSTEM -SERVER/ELEC RM
10	PORTABLE FIRE EXTINGUISHERS - OTHER
11	ACCESS CONTROL SYSTEM
12	IP CCTV SURVEILLANCE SYSTEM
13	PUBLIC ADDRESS SYSTEM

14	WATER LEAK DETECTION SYSTEM
15	RODENT REPELLENT SYSTEM
16	DATASAFE
17	SERVER RACKS, 42U
18	NETWORK RACKS, 42U
19	PASSIVE NETWORKING
20	BUILDING MANAGEMENT SYSTEM
21	O&M

**CONFIDENTIALITY:**

During the process of Operations & Maintenance support provided to the customer, the vendor may come across information related the customer or customer's employees. The vendor shall keep this information confidential and shall not divulge this information to anybody without written permission from the customer. The vendor shall not copy or erase any software, licenses or data which are available in the Data Centre. Violation of these terms shall render the vendor for legal action by the customer.

A separate Confidentiality Agreement shall be signed between the vendor and the customer in this regard.

**RANGE OF SERVICES:**

The vendor shall be responsible for the range of services mentioned below:

**1.** A Help Desk service to record and manage all calls and service requests made by the customer. The Help Desk may be set up offsite and shall provide single point of contact for all Data centre related problems and service requests covering all the equipment.

**2.** On-site staffing to provide operational and maintenance support to the customer on 24x7x365 basis. The on-site staff shall be qualified and experienced, as defined in Scope of Work, to handle the calls and service requests for all the equipment in the Data Centre as mentioned in SCOPE above. Management of Electrical equipment, Air conditioning systems, DG, CCTV, Access Control Systems, Fire alarm & suppression system and other shall be the responsibility of the on-site staff. Supply or repair of consumables shall be a part of the support. The status of consumables used in various equipment may be provided to the customer from time-to-time with a schedule for replacement / replenishment and projected requirements.

**3. Preventive Maintenance:** The vendor shall carry out scheduled maintenance activities for all the items defined in the SCOPE as per the recommendations of the manufacturer of the items. All the scheduled maintenance activities should be aligned with the Maintenance Service Window. The vendor shall carry out preventive maintenance for any item if it is required in order to prevent anticipated failure. However, the vendor shall endeavor to schedule the preventive maintenance within the Maintenance Service Window. For all the planned maintenance activities scheduled within the Maintenance Service Window, the vendor shall ensure to inform the customer and all the users at least 3 day in advance. For the activities planned outside Maintenance Service Window, the vendor shall ensure to inform the customer and all the users at least 7 days in advance. The Maintenance Service Window shall be from 1200 Hrs to 1800 Hrs every Saturday.

**4. Change and Configuration Management:** Vendor shall carry out Change and Configuration Management process by following OIL guidelines.

**5.** Vendor management services to manage the suppliers of any other hardware/software, which were not in the scope of the contract for establishing the Data Centre, so as to provide maintenance and operational support for those hardware/software items.

**SERVICE AVAILABILITY:**

The vendor must ensure 99.5% uptime of the Data Centre on 24x7x365 basis .To achieve the target the vendor shall arrange to provide adequate resources in the Data Centre.

**RESPONSE AND RESOLUTION TIMES:**

The vendor shall endeavor to meet the following times for incidence resolution:

Problem Class	Priority	Response	Resolution
A problem that affects large number of users / critical Services (e.g. – Network, Electrical, Precision Air-conditioning, DG, Access control system, Fire alarm system etc.)	1	20 Minutes	4 Hours
A problem that affects an individual equipment/system/sub-system but not impacting the availability of service (e.g. – Part of Network, Electrical, UPS, Precision Air-conditioning, DG, Access control system, Fire alarm system etc.)	2	20 Minutes	8 hours
All other problems except priority 1 and 2.	3	20 Minutes	24 Hours

**INCIDENT ESCALATION:**

Whenever the vendor fails to diagnose/resolve an incident, the following escalation chart shall be used:

	Level 2	Level 3	Level 4
Priority 1	30 Minutes	2.0 hrs	4.0 hrs
Priority 2	2.0 hrs	4.0 hrs	8.0 hrs
Priority 3	4.0 hrs	8.0 hrs	24.0 hrs

This chart shows the time beyond which if a fault could not be diagnosed, the incident shall be escalated by the Help Desk to the appropriate escalation levels according to the priority of the incident.

**RECORD KEEPING:**

The vendor shall maintain a record of all calls logged by the customer. The record will include the details of:

- Date and time of first call.
- Name of customer representative/user logging the call.
- Description of the problem/service required.
- Equipment or software affected.
- Name of support/service staff assigned to the call.
- Response time.
- Diagnosis of the incident.
- Description of rectification.
- Details of any replacement or additional equipment or software components required.
- Date and time of final rectification.
- Details for all backup and restore operations.
- Details of all Scheduled and Preventive maintenance activities.
- Details of all Change Management activities.
- Details of all Vendor Management activities.

**REPORTS:**

Following are the details of the reports to be submitted to the customer:

<b>Report</b>	<b>Report Content</b>	<b>Report Frequency</b>
Open Calls Report	Details of all the open calls.	Daily
Calls Status Report	Details of all calls of previous day.	Daily
Access Control Report	Details of Access Control Logs.	Weekly (on Monday for the previous week)
Electrical Supply	Details of all voltage and current logs generated.	Weekly (on Monday for the previous week)
DG Operation report	DG run and fuel status.	Weekly (on Monday for the previous week)
UPS Operation Report	Details of all voltage and current logs generated.	Weekly (on Monday for the previous week)
Precision AC Operation Report	Details of all temperature and humidity logs generated.	Weekly (on Monday for the previous week)

Monthly Operations Report	Call analysis details- registered, open,resolved. consolidated report of DG,UPS,PAC,call analysis.	Monthly (by 7th of month for previous month).
Preventive Maintenance Report	Details of all preventive maintenance activities.	Monthly (by 7th of month for previous month)
Change Management Report	Details of all Change and configuration management	Monthly (by 7th of month for previous month)
Availability and SLA	Details of SLA compliances and Availability calculations	Quarterly
Asset Count and Reconciliation Report	Details of all assets after a cyclic verification count and reconciliation.	Yearly

**AVAILABILITY CALCULATIONS:**

The availability calculation shall be carried out quarterly. % Uptime shall be calculated as below:

$$\% \text{ Uptime} = \{(\text{Number of Equipment} * \text{Scheduled Operation Time} - \text{Total Downtime}) / (\text{Number of Equipment} * \text{Scheduled operation time})\} * 100$$

Where:

**Scheduled Operation Time** is the scheduled operating hours, considering 24\*7 operation for a quarter. All planned downtime shall be deducted from the total operating hours for the quarter to obtain the Scheduled Operation Time.

**Total Down time** is the accumulated time in hours for all the equipment during which the system/service was unavailable.

For example, if there are 20 equipment and total down time is 28 hours(excluding planned downtime), then, considering 92 days in the quarter, % Uptime shall be

$$\% \text{ Uptime} = \{(20 * 92 * 24 - 28) / (20 * 92 * 24)\} * 100 = \{(44160 - 28) / 44160\} = 99.94\%$$

**(a)** The maximum resolution time of an incident, whereby a bypass or workaround solution has been implemented, will not be more than 30 days from the date of the incident. If the original equipment is beyond repair, the vendor shall inform the customer and with the approval of customer, a brand new replacement shall be provided within 30 days, which is of equal or higher in specification compared to the original equipment.



(b) For a faulty item, if a workaround is provided through a temporary standby item it is deemed as resolution. The standby provided will be returned back once the original equipment is repaired and made functional.

(c) Any equipment/system fault which shall impact the desired redundancy level of that equipment/system shall be deemed as not available and hence considered as downtime. Applicable penalties for downtime shall be as per the Availability Calculations given above.

**SLA COMPLIANCES:**

The vendor shall endeavor to comply with the requirements stated at "RESPONSE AND RESOLUTION TIMES" and "INCIDENT ESCALATION". The vendor is expected to provide 100% compliance to these requirements.

**PERFORMANCE REVIEWS:**

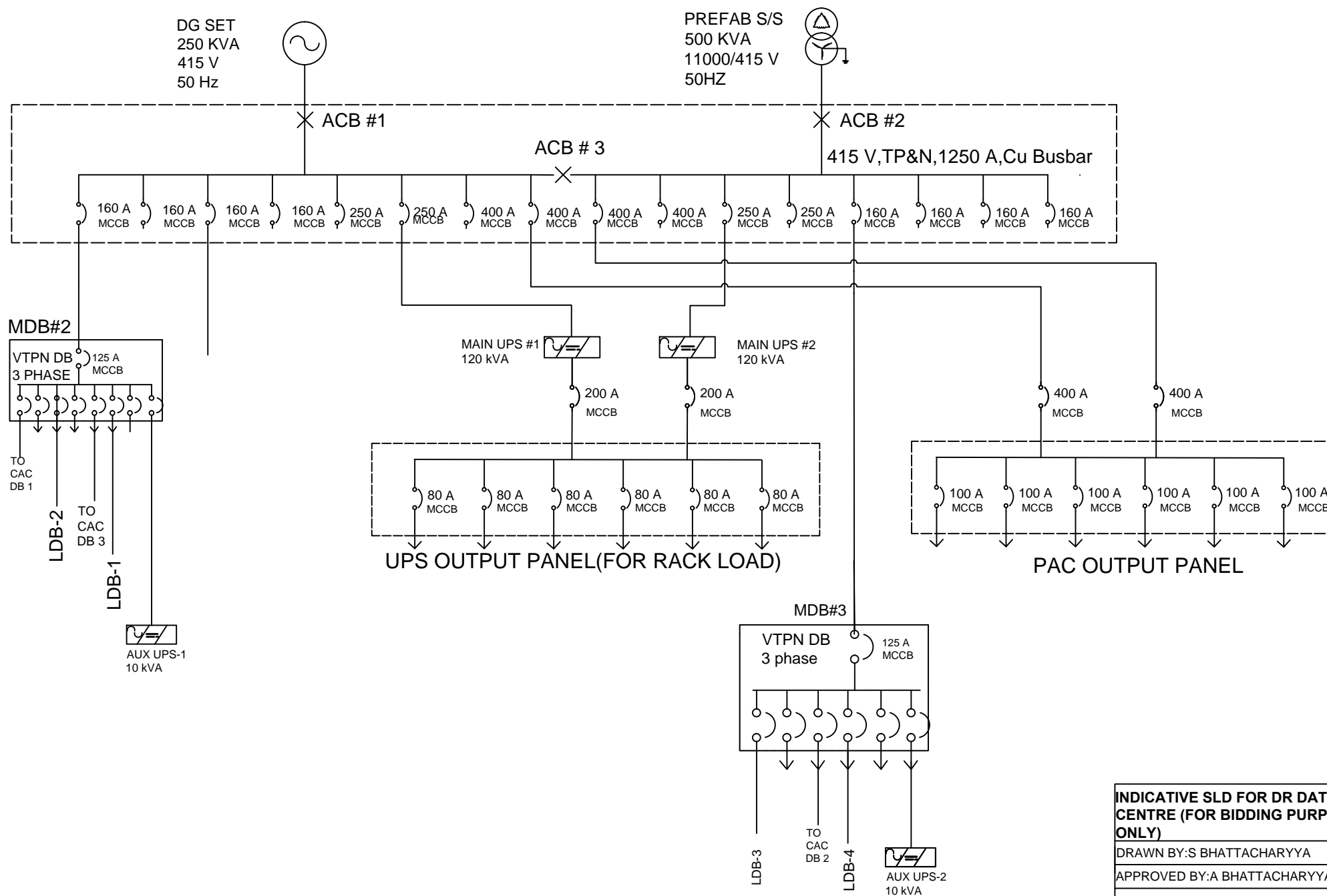
Representative of Customer and Vendor shall meet once in every quarter on a place mutually agreed upon for the purpose of reviewing:

- The Performance of the Vendor.
- The efficiency, effectiveness and convenience of the operating procedures.
- The Customer's satisfaction.
- Any other relevant issues.

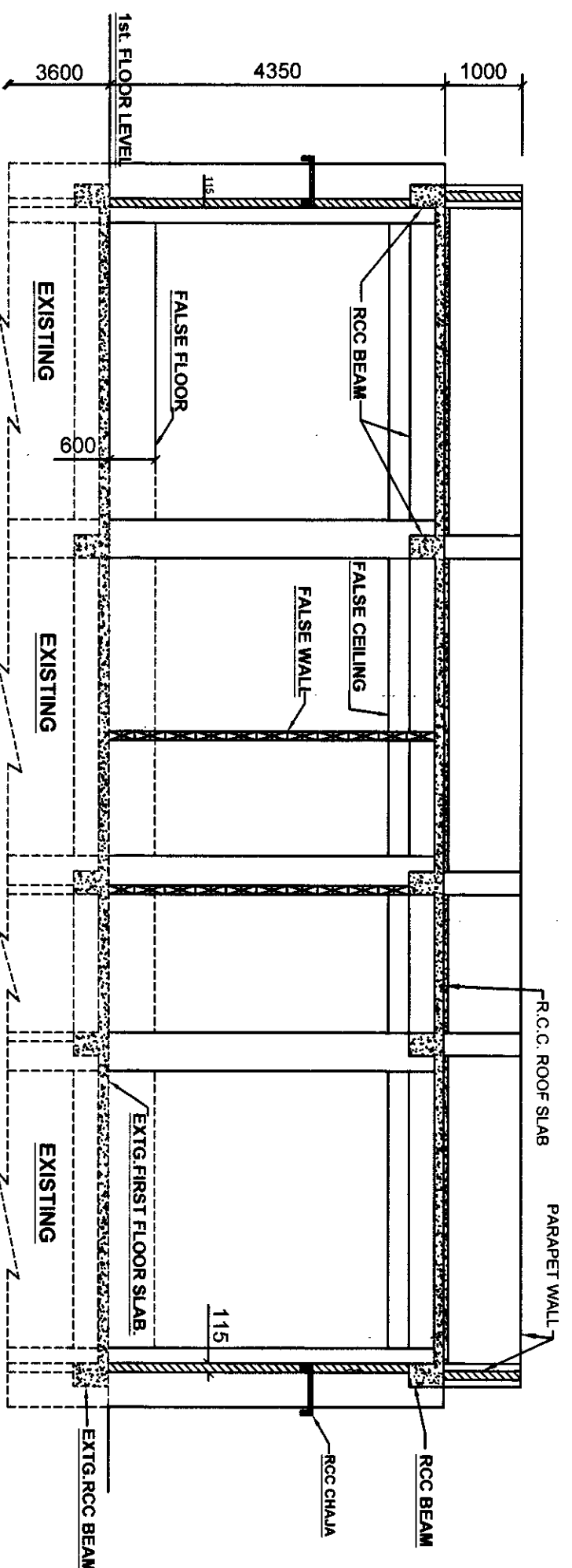
For the purpose of assessing performance, the meeting will consider:

- The number of incidents resolved within the Resolution Time.
- The Knowledge and competence of the on-site staff involved in on-site support.
- The extent of spares determined by Vendor and kept onsite if felt necessary to meet the desired SLA.
- The speed of response and resolution of each incident and each service request.

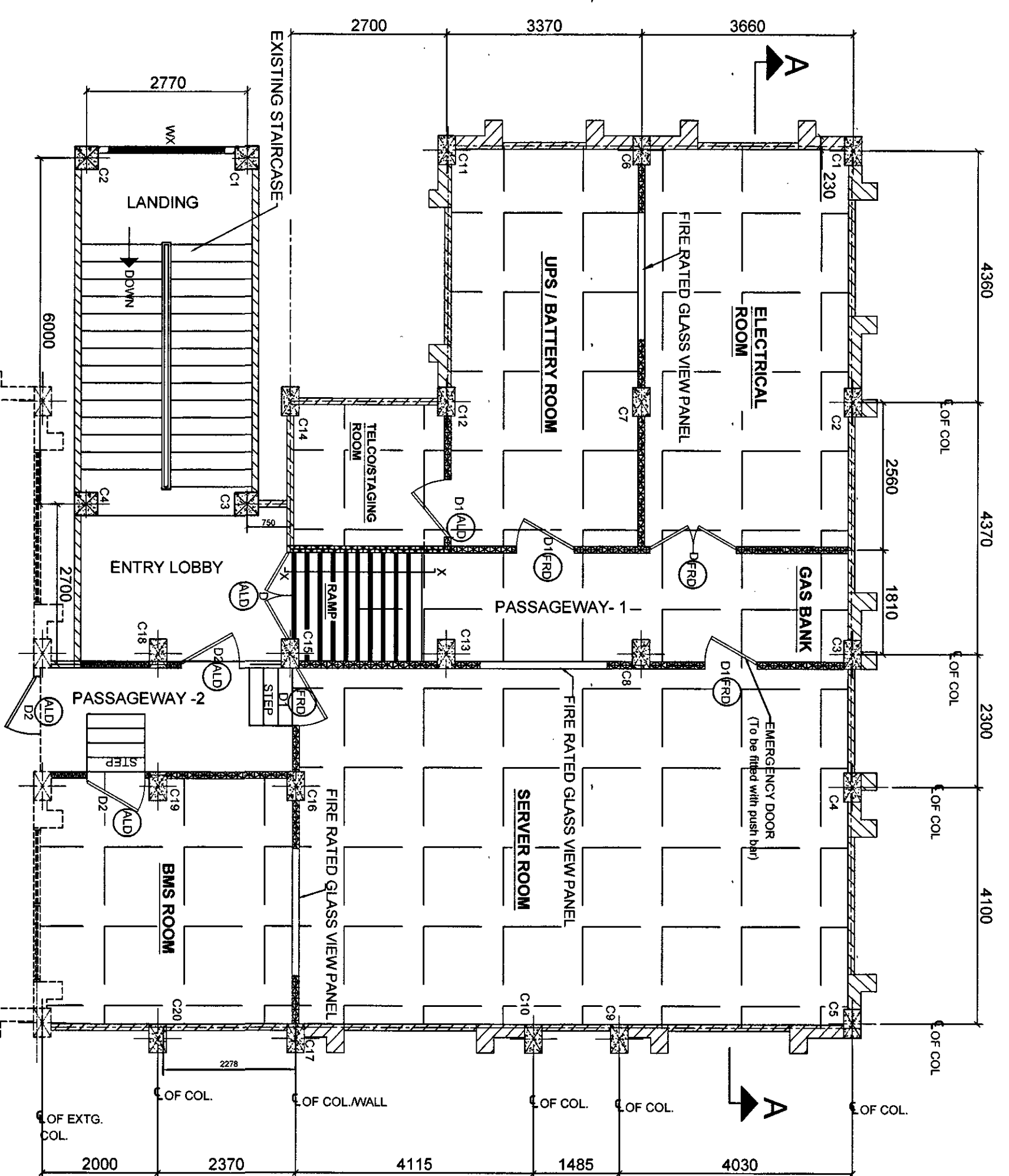
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<b>INDICATIVE SLD FOR DR DATA CENTRE (FOR BIDDING PURPOSE ONLY)</b>
DRAWN BY:S BHATTACHARYYA
APPROVED BY:A BHATTACHARYYA
CREATED ON:01.03.2018
MODIFIED ON:20.03.2018



SECTION AT-A-A



PLAN

**SIZES OF DOORS:-**

D - 1500 x 2100

D1 - 1200 x 2100

D2 - 1000 x 2100

**LEGEND :**

EXISTING BRICK WALL WITH PLASTER

FIRE RATED FALSE WALL

EXISTING R.C.C. COLUMN

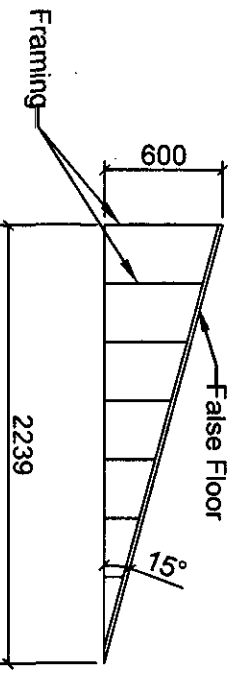
FIRE RATED FALSE FLOOR

FIRE RATED DOOR

ALUMINIUM DOOR

**NOTES.:**

1. Fire rated false floor (FFL) to be fixed in floors of all the rooms except in the entry lobby and passageway-2.
2. Fire rated false ceiling(FFC) to be fixed in ceilings of all the rooms except in the entry lobby and passageway-2.
3. Thermal insulator to be provided in the floor and ceilings of the server room.
4. The floors of the server room to be painted with epoxy paint.
5. Granite to be fixed in the floor of the entry lobby and passageway-2.
6. Fire rated glass view panel is to be fixed in the server room and electrical room.
7. The existing wall to be painted with acrylic paint over wall putty.
8. The maximum sloping of ramp is 15 degree.
9. For the steps in the passageway, dimensions of Riser 150mm, Tread 250mm.
10. For general arrangement of the building, refer drawing no OIL/10600.



SECTION OF RAMP X-X

D. Sharda  
 APPVD BY NAME DESIGNATION DATE  
 23/02/2018

**OIL INDIA LIMITED**  
DRAWING OFFICE  
DULAJAN

**TITLE**  
INTERNAL LAYOUT FOR  
NEAR DISASTER RECOVERY  
SITE

**DRG NO**  
OIL/ 10764

NAME	DATE
DESIGNED	
DRAWN	14.02.18
CHECKED	
APPROVED	

ALL DIMENSIONS ARE MILLIMETER

To,  
CGM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602

**SUB: SAFETY MEASURES**

**Description of work/service:** Construction of a near disaster recovery center at Duliajan, Assam along with O&M Service for a period of 5 years. The near DR site will be a Tier II datacentre with area approx. 2278 square feet. The data center will be located at 2nd Floor North Block Administrative Building ,Oil India Ltd., Duliajan, Assam – 786602 (India).

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

1. It will be solely the Contractor's responsibility to fulfill 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 all HSE laws by the sub or sub-sub-contractors.

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But 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. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10. 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.

11. 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.

12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. 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.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. 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.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required 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 prevailing relevant Acts/Rules/Regulations.
23. 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.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully,

Date\_\_\_\_\_

M/s.\_\_\_\_\_  
FOR & ON BEHALF OF CONTRACTOR

**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 **"Construction of a near disaster recovery center at Duliajan, Assam along with O&M Service for a period of 5 years. The near DR site will be a Tier II DataCentre with area approx. 2278 square feet. The data center will be located at 2nd Floor North Block Administrative Building ,Oil India Ltd., Duliajan, Assam – 786602 (India)."**

**(IFB No. CDI8622P19)**

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

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

**Section: 1 - Commitments of the Principal**

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

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



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

### **Section: 2 - Commitments of the Bidder/Contractor**

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 - Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

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

**Section 5 - Previous transgression**

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

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

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

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

(2) The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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

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

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

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

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

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

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation.

The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

### **Section: 9 - Pact Duration**

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

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

### **Section: 10 - Other provisions**

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

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

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

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

.....  
For the Principal

.....  
For the Bidder/Contractor

Place: .....

Witness 1: .....

Date: .....

Witness 2: .....

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR  
LETTER HEAD

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to ..... **(as the case may be)** are correct.

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:

Date:

Seal:

Membership Code & Registration No.:

Signature

**BID FORM**

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

**Sub: IFB No. CDI8622P19**

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ **"NOT TO BE QUOTED HERE"** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding **10% of contract value** for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 days** from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

**Seal of the Bidder:**

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

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

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

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

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

**NOTE:**

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



LETTER OF AUTHORITY FOR ATTENDING BID OPENING

TO  
**CGM – CONTRACTS**  
OIL INDIA LIMITED  
P.O. Duliajan - 786 602  
Assam, India

Sir,

Sub: OIL's IFB No. CDI8622P19

I / We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI8622P19** for **“Construction of a near disaster recovery center at Duliajan, Assam along with O&M Service for a period of 5 years. The near DR site will be a Tier II datacentre with area approx. 2278 square feet. The data center will be located at 2nd Floor North Block Administrative Building ,Oil India Ltd., Duliajan, Assam – 786602 (India).”**

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

Yours Faithfully,

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

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

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

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

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

**DETAILS OF BIDDER**  
**(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)**

<b>a.</b>	<u>Name of the Bidder / Firm:</u>		
<b>b.</b>	<u>Registered postal address with PIN code:</u>		
<b>c.</b>	<u>Telephone No:</u>		
<b>d.</b>	<u>Mobile No:</u>		
<b>e.</b>	<u>E-mail ID:</u>		
<b>f.</b>	<u>Fax No:</u>		
<b>g.</b>	<u>Contact Person:</u>		
<b>h.</b>	<u>Contact person's contact No:</u>		
<b>i.</b>	<u>PAN No:</u>		
<b>j.</b>	<u>Bidder's Bank details:</u>	Name:  Address:  A/c Type:  A/c No.:  IFSC/RTGS Code:  NEFT Code:	
<b>k.</b>	<u>EMD / Bid Security Details:</u>		
	EMD / Bid Security Deposited vide: (Tick ✓ whichever is applicable)	ONLINE PAYMENT	BANK GUARANTEE (BG)
	EMD Instrument No. & Date:		
	Validity of BG: (If EMD submitted vide BG)		
	Name & Address of EMD issuing Bank / Branch (only in case of EMD submitted in the form of BG)		
<b>l.</b>	<u>GST Regn. No.</u> (If not available then to be submitted on issuance of LOA)		
<b>m.</b>	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)		
<b>n.</b>	Vendor code with OIL (if available)		

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

Name in Block letters \_\_\_\_\_

For M/S. \_\_\_\_\_

**STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)  
(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE  
SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

To,  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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:

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

Designation \_\_\_\_\_

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

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date .....

Place \_\_\_\_\_

Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must 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 by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

**FORM OF BID SECURITY (BANK GUARANTEE)**

To:

M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. \_\_\_\_\_ KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

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

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:

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

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

Place: \_\_\_\_\_

- \* The Bidder should insert the amount of the guarantee in words and figures.
- \*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid /as specified in the Tender.

Note:

The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must 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 by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code – UTIB0001129, Branch address – AXIS Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District Dibrugarh, PIN – 786602.

**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 relieved 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

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

WITNESS NO.2

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

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_ and the Contractor accepted the same vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- |              |  |
|--------------|--|
| (a) PART-I   | indicating the General Conditions of this Contract;        |
| (b) PART-II  | indicating the Schedule of work, unit, quantities & rates; |
| (c) PART-III | indicating the Special Conditions of Contract;             |
| (d) PART-V   | indicating the Safety Measures.                            |

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

**Page No.2**

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

## **NON-DISCLOSURE AGREEMENT**

**BETWEEN**

**Oil India Ltd (OIL)**, a company incorporated under the Companies Act, 1956 and having its registered office at Duliajan, Assam – 786602, hereinafter referred to as “**OIL**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assignees) of the **ONE PART** and

**AND**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**;

**OIL** and \_\_\_\_\_ are hereinafter collectively referred to as the “Parties”.

**WHEREAS**, the Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Project**”).

The Parties wish to ensure that all such confidential information disclosed by either party will be held by the party who has received it in confidence and used solely in connection with their cooperation.

**NOW, THEREFORE**, in consideration of the foregoing premises, and the mutual covenants contained herein, the Parties hereby agree as follows:

## **ARTICLE 1. DEFINITION**

For the purpose of this Agreement,

### **ARTICLE-1: CONFIDENTIAL INFORMATION**

"Confidential Information" shall mean and include any information of any nature (commercial, technical, marketing, financial, etc.) in any form including but not limited to copy, abstract, sample, note or module, disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") within the scope of the Project, whether such information are disclosed through written documents, electronic transmissions, orally or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

## **ARTICLE 2. CONFIDENTIALITY**

**2.1** The Receiving Party hereby agrees to consider and treat as strictly confidential, during the term of this Agreement, the Confidential Information of the Disclosing Party. This paragraph shall survive after any expiration or termination of this Agreement and shall bind Receiving Party, its employees, agents, representatives, successors, heirs and assigns.

The Receiving Party agrees in particular:

- i) not to publish in any manner or otherwise disclose to any third party any Confidential Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own files of a confidential nature;
- ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account (except for the sole purpose of the business arrangement described in the recitals above);
- iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any information, code, process, products or equipment of the Disclosing Party or any part thereof; and
- iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

- v) to disclose confidential information to consultants engaged by receiving Party provided such consultant also executes a Non-Disclosure Agreement with the receiving party that contains terms and conditions that are no less restrictive than these and with the prior consent of the disclosing party.

2.2 Neither OIL nor \_\_\_\_\_ shall disclose to the public or to any third parties (i) the fact that the cooperation described in the recitals above is taking place between them, or (ii) the fact that Confidential Information have been made available to it or that it

has inspected any portion of the Confidential Information, without the prior written consent of the other party, unless required to do so by applicable law or regulation.

In the latter case, prior to disclosure of any information concerning the existence of the cooperation, the party obliged to make a disclosure shall inform the other party of the reason and proposed content of such disclosure and shall written consent thereon.

### **ARTICLE 3. EXCEPTIONS**

The obligations set forth in **Article 2** of this Agreement shall not apply to Confidential Information which:

- i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into it without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain) ;
- ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or
- iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or
- iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.
- v) is required to be disclosed as per any law in force in India or under order of any competent court.

Confidential Information shall not be deemed to be or fall within exceptions i) to v) merely because it is embraced by more general information in the public domain or by more general

information thereafter acquired or developed by the Receiving Party. In addition, any combination of features/items/information/data shall not be deemed to be within the foregoing exceptions merely because individual features/items/information/data are in the public domain or in the possession of the Receiving Party.

#### **ARTICLE 4. RETURN OF DOCUMENTS**

Upon the expiration of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents including but not limited to copies, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Party, destroy all copies of the Disclosing Party's Confidential Information and certify in writing that such copies have been duly destroyed. Until that date, the Receiving Party shall keep such documents in a place permitting both their secrecy and their rapid recovery.

#### **ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS**

5.1 Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any

5.2 Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.

5.3 Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.

5.4 Other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

#### **ARTICLE 6. NO WAIVER OF RIGHT ON DELAY**

6.1 No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

#### **ARTICLE 7. APPLICABLE LAW – JURISDICTION**

7.1 All disputes arising in connection with this Agreement, if not settled amicably by the Parties, shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act.

7.2 The arbitration shall be conducted in English. The arbitral tribunal shall have its seat in **Guwahati** or any other place as may be mutually agreed by both the parties. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the party as provided in the Act.

7.3 The Courts of **Dibrugarh** shall only have the jurisdiction for the purpose of this Agreement

#### **ARTICLE 8. DURATION**

This Agreement shall come into force on the date written hereunder, and shall remain in force for a period of **four (4)** years starting from such date. The obligations set forth in Article 2 hereof shall survive the expiration of this Agreement for the period specified in such Article.

#### **ARTICLE 9. COMPLETE AGREEMENT**

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii)



supersedes all related discussions and other communications between Parties, and (iii) may only be modified in writing by authorized representatives of the Parties.

#### **ARTICLE 10. PUBLICATIONS**

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

#### **ARTICLE 11. REMEDIES**

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written hereunder.

Made on \_\_\_\_\_, at \_\_\_\_\_ (Place)

On behalf of OIL

On behalf of \_\_\_\_\_

Signature : 

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

Name: PALLAB BARMAN

Name:

Designation: GM – IT (HOD)

Designation:

महाप्रबंधक - सूचना प्रौद्योगिकी  
GENERAL MANAGER - IT  
सूचना प्रौद्योगिकी विभाग  
IT DEPARTMENT  
ऑयल इंडिया लिमिटेड  
OIL INDIA LIMITED  
दुलियाजान /DULIAJAN - 786602

Sample Format of authorisation letter from OEM

(To be typed on the letterhead of the OEM)

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

Date \_\_\_\_\_

The CGM (Contracts)

Oil India Limited,

Duliajan-786 602

Sir,

Sub: Authorisation Certificate

Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

1.0 We hereby authorize M/s \_\_\_\_\_ to quote for the above tender, on our behalf.

2.0 Onsite warranty and AMC support, including replacement of spares will be provided  
(tick any of the following)

- a) Directly by us.
- b) By the bidder on our behalf.

3.0 The make and model quoted is not obsolete and will have support for min 5 years from the date of bid closing.

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)

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
Duliajan, Assam

**DESCRIPTION OF WORK/SERVICE:** Construction of a near disaster recovery center at Duliajan, Assam along with O&M Service for a period of 5 years. The near DR site will be a Tier II datacentre with area approx. 2278 square feet. The data center will be located at 2nd Floor North Block Administrative Building ,Oil India Ltd., Duliajan, Assam – 786602 (India).

**PRICE BIDDING FORMAT : E-TENDER NO. CDI8622P19**

NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (₹) to be quoted excluding GST	Amount (₹) excluding GST
			A	B	C = A * B
<b>10</b>	<b>CIVIL &amp; INTERIORS(*)</b>	<b>LOT</b>	<b>1.00</b>	<b>0.00</b>	<b>-</b>
10.1	Computer Workstation Tables	Nos.	7.00		-
10.2	Overhead storage units	Nos.	3.00		-
10.3	Office chairs.	Nos.	8.00		-
10.4	Stainless steel waste paper basket.	Nos.	4.00		-
10.5	Door mat.	Nos.	4.00		-
10.6	Aluminium Glass doors as per design	LS	1.00		-
10.7	Fire Rated Door	LS	1.00		-
10.8	FIRE RATED PARTITIONS	LS	1.00		-
10.9	FALSE CEILING	LS	1.00		-
10.10	False Flooring	LS	1.00		-
10.11	Granite flooring.	LS	1.00		-
10.12	Wall Treatment: Necessary POP, acrylic emulsion paint, Wall Putty. Epoxy paint for server farm floor. Enamel paint over a primer coat, for all exposed metal structures. Aluminum foiled faced insulation.	LS	1.00		-
10.13	Dismantling/wall cutting/wall chasing works: Wall chasing for providing concealed cable paths, boring holes in walls for cable entries, sealing with fire sealants and finishing.	LS	1.00		-
10.14	Plastering work, brick work	LS	1.00		-
10.15	Signage, displays and instruction display charts.	Lot	1.00		-
10.16	Construction of PAC/CAC ODU mounting platform	Lot	1.00		-
<b>20</b>	<b>ELECTRICAL DISTRIBUTION SYSTEM(*)</b>	<b>LOT</b>	<b>1.00</b>	<b>0.00</b>	<b>-</b>
20.1	Main LT Panel	Nos	1.00		-
20.2	Main UPS Output Panel ( for Rack Load)	Nos	1.00		-
20.3	Auxiliary UPS DB	Nos	1.00		-
20.4	Power cables	LS	1.00		-
20.5	Main DB	Nos	2.00		-
20.6	CAC DB	Nos	3.00		-
20.7	Lighting / Convenience DBs	Nos	4.00		-
20.8	Lighting wiring	LS	1.00		-
20.9	Switches / Sockets / Regulators/etc.	Lot	1.00		-
20.10	Illumination (Lighting) system	LS	1.00		-
20.11	PAC Panel	Nos	1.00		-
20.12	Bus bar Trunking (BBT) system	Set	1.00		-
20.13	Earthing System	Set	1.00		-
20.14	WIRING ACCESSORIES /DB /MCB /MCCB /CT	LS	1.00		-
<b>30</b>	<b>DIESEL GENERATOR</b>	<b>LOT</b>	<b>1.00</b>		<b>-</b>
<b>40</b>	<b>UPS SYSTEM (Main &amp; Auxiliary)</b>	<b>LOT</b>	<b>1.00</b>		<b>-</b>
<b>50</b>	<b>PRECISION PACKAGED COOLING UNITS (PAC)</b>	<b>LOT</b>	<b>1.00</b>		<b>-</b>

PRICE BIDDING FORMAT : E-TENDER NO. CDI8622P19					
NAME OF BIDDER					
Bidder's GSTIN No.					
SAC Code					
60	COMFORT AIR-CONDITIONING	LOT	1.00		-
70	ADDRESABLE FIRE DETECTION & ALARM	SET	1.00		-
80	HIGH SENSITIVITY SMOKE DETECTION	SET	1.00		-
90	FIRE SUPPRESSION SYSTEM	SET	1.00		-
100	PORTABLE FIRE EXTINGUISHERS - OTHER AREA	LOT	1.00		-
110	ACCESS CONTROL SYSTEM	LOT	1.00		-
120	IP CCTV SURVEILLANCE SYSTEM	LOT	1.00		-
130	PUBLIC ADDRESS SYSTEM	SET	1.00		-
140	WATER LEAK DETECTION SYSTEM	LOT	1.00		-
150	RODENT REPELLENT SYSTEM	LOT	1.00		-
160	DATASAFE	NO.	1.00		-
170	SERVER RACKS, 42U	LOT	1.00		-
180	NETWORK RACKS, 42U	LOT	1.00		-
190	PASSIVE NETWORKING	LOT	1.00		-
200	BUILDING MANAGEMENT SYSTEM	LOT	1.00		-
210	PROJECT MANAGEMENT	AU	1.00		-
220	O&M SERVICES: 1st year	QTR	4.00		-
230	O&M SERVICES: 2nd to 5th year	QTR	16.00		-
[D] Total (₹)					-
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST. 2. (*) For Item nos. 10 & 20, rates to be quoted for each sub-item, total item rate will be automatically calculated. <b>3. The total cost quoted for the O&amp;M services from 2nd to 5th year shall not be less than 25% of the datacenter build cost.</b> 4. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering the Net Total (D). 5. Refer to GCC for details of GST. 6. Refer to SOQ, SCC & "SPECIFICATION & COMPLIANCE" for detailed description of Line Items. Civil Engineering Layout drawing and SLD are also attached for reference. 7. Bidders are required to quote for <u>all the items</u> as per Price Bid Format; otherwise the offer of the bidder will be rejected straightway.					