



**GeM**  
Government  
e Marketplace

**Report ID:** GEM/GARPTS/21092021/4B2KF7Q00U3E

**Report Name:** OIL INDIA LIMITED

**Generated By:** Karishma Doley , OIL INDIA Limited , Ministry of Petroleum and Natural Gas

**Generated On:** 21/09/2021

**Valid till:** 21/10/2021

### **GeM Availability Report and Past Transaction Summary**

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

*Order Count and Order Value displayed is on a cumulative basis since GeM inception.*

#### **1. Search String: Hiring of Services for Remote Online Condition Based Maintenance System for Gas Engine driven Reciprocating Gas Compressors**

Search type: Service

Search Result: Category not available on GeM for the text string searched by the buyer.

This is a one-time requirement hence new category creation is not proposed / or requirement is recurring but request for new category creation will be submitted separately post generation of GeMARPTS.



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

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

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**FORWARDING LETTER**

**Sub: IFB No. CDH8325P22 for ‘Hiring of Services for Remote Online Condition Based Maintenance System for Gas Engine driven Reciprocating Gas Compressors’.**

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 National Competitive Bids (NCB) from competent and experienced/approved Contractors for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL’s E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **‘Hiring of Services for Remote Online Condition Based Maintenance System for Gas Engine driven Reciprocating Gas Compressors’**. One complete set of Bid Document covering OIL's IFB for hiring of 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.	: <b>CDH8325P22</b>
(ii)	Type of Bid	: Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	: As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	: As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	: As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	: Bids must be uploaded online in OIL’s E-Procurement Portal.
(vii)	Bid Opening Place	: Office of GM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.

(viii)	Bid Validity	:	Minimum <b>120 (One Hundred Twenty)</b> days from Bid Closing Date.  Note: 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. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	Total 140 days from the issue of Work order/Mobilisation Notice.
(x)	Bid Security/EMD Amount	:	Not applicable
(xi)	Bid Security/EMD Validity	:	Not applicable
(xii)	Amount of Performance Security	:	3% of annualized Contract Value. <b>Refer Clause No. 24.0</b> of Instruction to Bidder (ITB)
(xiii)	Validity of Performance Security	:	90 (Ninety) days beyond the contract period.
(xiv)	Location of job	:	GMS Dept.
(xv)	Duration of the Contract	:	03 (Three) years from the date of Go-Live with a provision for extension by another one year.
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	<b>Refer Clause No. 30.0</b> of General Conditions of Contract (GCC) & <b>Clause no 7.0</b> of Section IV of SCC.
(xvii)	Bids to be addressed to	:	GM-Contracts HoD, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xviii)	GeM Availability Report	:	Obtained vide Report ID GEM/GARPTS/21092021/4B2KF7Q00U3E
(xix)	Pre-Bid conference	:	Tentatively in the 1st week of October. Exact date and venue will be intimated later on.
(xx)	Last Date of receipt of Queries	:	30-09-2021.

**3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT**

**3.1** Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). 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.

In case of sole proprietorship firms, Digital Signature Certificates issued in the name of the proprietor is also acceptable provided the bid is submitted in the capacity of a proprietorship firm.

Encryption certificate is mandatorily required for submission of bid. In case bidder creates response with one certificate (using encryption key) and then the bidder changes his Digital Signature Certificate, then the 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 and in case the digital signature used for signing is not of **"Class 3 with Organizations Name and Encryption Certificate"**, the bid will be rejected.

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

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the Bidder/Bidding company to bind the Bidder/Bidding company to the contract.

**3.2** For participation, applicants already having User ID & Password for OIL's E-Procurement Portal need to register against the IFB. New vendors/existing vendors not having User ID & Password for OIL's E-Procurement Portal shall obtain User ID & password through online vendor registration system in E-Portal.

**3.2.1** Bidders without having E-Tender Login ID and password should complete their online registration at least 07 (Seven) days prior to the scheduled Bid Closing Date and time of the tender. For online registration, bidder may visit OIL's E-Tender site <https://etender.srm.oilindia.in/irj/portal>.

**3.2.2** Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.

**3.3** 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.

**3.4** 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)).

**4.0** Bid should be submitted online in OIL's E-Procurement site up to **11.00 AM (IST) (Server Time)** on the date as mentioned and will be opened on the same day at **2.00 PM (IST) (Server Time)** at the office of the GM-Contracts in presence of the authorized representatives of the bidders.

**5.0** The rates shall be quoted per unit as specified in the **"PRICE BIDDING FORMAT"** attached under **"Notes and Attachments"** tab. Bidder should note that no pricing information is furnished in the **"Technical Attachment"** (Un-priced Techno-Commercial Bid) otherwise the bid will be rejected.

**6.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company.

(b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

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

**8.0** 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 Un-priced Techno-Commercial Bid documents.

**8.1** 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 GSTIN number.

**8.2** 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 GSTIN number.

**8.3** 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 GSTIN number.

**8.4** 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 GSTIN number.

**8.5** 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 GSTIN number.

**8.6** 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 GSTIN number.

**8.7** 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 GSTIN number.

## 9.0 SCREEN SHOTS

Go to this Tab **“Notes and Attachments”** for Uploading **“Price 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.

**10.0 MAINTENANCE OF TOTAL BID VALUE IN THE RESPONSE:** For convenience of the Bidders and to improve transparency, the rates/costs quoted by bidders against the E-tender shall be available for online viewing after price bid opening to those bidders whose price bids have been opened in the system. For tenders where **Detailed Price Information under RFX Information Tab is “No price”**, the Price Bid is invited through attachment form under “Notes & Attachment”. As per the existing process, Bidders must upload their pricing as per the “Price Bidding Format” under **“Notes & Attachment”**. Additionally the bidders must fill up the on-line field “Total Bid Value” under Tab Page **“RFX Information”** with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

The screenshot shows the 'Create RFX Response' form. At the top, there are tabs: **Submit**, **Read Only**, **Print Preview**, **Check**, **Technical RFX Response**, and **Close**. Below these, the form displays: RFX Response Number 60038748, RFX Number, RFX Owner BHARALI, and Total Value 0.00 INR. The main section has tabs for **RFX Information**, **Items**, and **Notes and Attachments**. Under **RFX Information**, there are sub-tabs: **Basic Data**, **Questions**, and **Technical Attachments**. The **Event Parameters** section includes:
 

- Currency:** A dropdown menu showing 'Indian Rupee'.
- Detailed Price Information:** A dropdown menu showing 'No Price'.
- Terms of Payment:** A field with a small icon.
- Total Bid Value:** A yellow input field.

 Three callouts provide additional information:
 

- A callout pointing to the **Currency** dropdown: 'Bidder to select the currency of the Response'.
- A callout pointing to the **Detailed Price Information** dropdown: '“Total Bid Value” is mandatory in “No Price” RFX only'.
- A callout pointing to the **Total Bid Value** field: '“Total Bid Value” considering all the taxes & duties.'

The “Total Bid Value” as entered by the Bidder in the on-line response shall be displayed in the e-tender portal amongst the Techno-Commercially qualified bidders and Company will not take any responsibility whatsoever towards incorrect information furnished by the bidders in the “Total Bid Value” field.

It is to be noted that Amount mentioned in the “Total Bid Value” field will not be considered for bid evaluation and evaluation will be purely based on the “Price Bidding Format”.

**11.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and OIL's Standard Form of Contract.

**12.0** The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a 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. This Security Money shall not earn any interest.

**13.0 BACKING OUT BY L1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document the bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**14.0 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. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX**.

**15.0 PROVISION FOR ACTION IN CASE OF 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).

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

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

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

**19.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:** Subject to **Order No. F. No. 6/18/2019-PPD dated 23.07.2020** issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

- 19.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- 19.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.



19.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

19.4 The beneficial owner for the purpose of para 8.3 above will be as under:

19.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

19.4.2 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

19.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

19.4.4 Where no natural person is identified under (8.4.1) or (8.4.2) or (8.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

19.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

19.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- 19.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per **Exhibit-I** in this respect to be submitted by the bidder.
- 19.7 **Validity of registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 19.8 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 19.0 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

KARISHMA DOLEY  
SENIOR OFFICER-CONTRACTS  
For General Manager – Contracts (HoD)  
FOR RESIDENT CHIEF EXECUTIVE

**Date: 21.09.2021**

**INSTRUCTIONS TO BIDDERS****1.0 ELIGIBILITY OF THE BIDDER:**

- 1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) of the tender document.
- 1.2 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 BID DOCUMENTS:**

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
  - b) Instructions to Bidders (ITB)
  - c) Bid Evaluation Criteria (BEC)
  - d) General Conditions of Contract (GCC) : Part-I
  - e) Schedule of Work, Unit, Quantities (SOQ) : Part-II
  - f) Special Conditions of Contract (SCC) : 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 (IP) : Part-VI
  - j) Bid Form : Proforma-I
  - k) Statement of Non-Compliance : Proforma-II
  - l) Authorisation for Attending Bid Opening : Proforma-III
  - m) Proforma of Letter of Authority : Proforma-IV
  - n) Bid Securing Declaration : Proforma-V
  - o) Proforma for E-Remittance : Proforma-VI
  - p) Format of Performance Security : Proforma-VII
  - q) Agreement Form : Proforma-VIII
  - r) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma-IX
  - s) Certificate of Compliance of Financial Criteria : Proforma-X
  - t) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
  - u) Technical Evaluation Sheet for BEC-BRC & others
  - v) Commercial Check List (Proforma-XI)
  - w) Undertaking towards submission of Bank Guarantee (Proforma-XII)
  - x) Proforma of Bank Guarantee towards PP-LC (Proforma - XIV)
  - y) Certificate of Annual Turnover & Net Worth (Annexure-X)
  - z) Format of agreement between bidder and their parent company/100% subsidiary company (Proforma - N)
  - aa) Parent company/subsidiary company guarantee (Proforma - O)
  - bb) Parent/Ultimate Parent/Holding Company’s Corporate Guarantee Towards Financial Standing (Proforma - P)

- cc) Format Of Agreement Between Bidder, Their Sister Subsidiary/Co-Subsidiary Company And The Ultimate Parent/Holding Company Of Both The Bidder And The Sister Subsidiary/Co-Subsidiary (Proforma - Q)
  - dd) Form of performance bank guarantee for ultimate parent/supporting company (Proforma – R)
  - ee) Undertaking to provide the respective services including key personnel throughout the duration of the contract period (Proforma – XXI).
  - ff) Proforma for No Deviations Certificate (Proforma XXII)
  - gg) Proforma of Bank Guarantee towards Purchase Preference – Local Content (Proforma XXIII)
  - hh) Purchase preference policy-linked with Local Content (PP - LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoP&NG (Annexure - I)
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

- 3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.
- 3.2 In case of E-Tender, Bidder must submit the bid using Organizational Class-3 Digital Signature issued by the Competent Authority in favour of the bidder. Bid submitted using Digital Signature other than the Digital Signature of the bidder shall be summarily rejected.
- 3.3 Unsolicited bids will not be considered and will be rejected straightway.

### **4.0 AMENDMENT OF BID 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 Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under 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 prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone/Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid: Bids are invited under **Single Stage Two Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:
- (A) Technical Bid (to be uploaded in “Technical Attachments” tab):
- a) Complete technical details of the services offered.
  - b) Documentary evidence established in accordance with Clause No. 8.0.
  - c) Bid Security Declaration
  - d) Copy of Bid Form without indicating prices in Proforma-I.
  - e) Statement of Non-compliance as per Proforma - II.
  - f) Copy of Priced Bid without indicating prices.
  - g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
  - h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
  - i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: No price should be mentioned in the “Technical Attachments” tab.

- (B) The Price Bid as per the Price Bid Format shall be uploaded in “Notes and Attachments” tab.

Note: The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

- 6.0 BID FORM:** The bidder shall complete the Bid Form and upload the same along with their bid.

**7.0 BID PRICE:**

- 7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.
- 7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.
- 7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

**8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

- 9.0 BID SECURITY:** The Bid Security is required to protect the Company against the risk of Bidder's conduct. In this regard, the bidders shall submit along with their bid a signed "Bid Security Declaration" (Proforma-V). Any bid not secured in accordance with Proforma-V above shall be rejected by the Company as non-responsive.

**10.0 PERIOD OF VALIDITY OF BIDS**

- 10.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Original Bid Closing Date.
- 10.2 In exceptional circumstances, the Company 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 through Fax or e-mail. A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**11.0 SIGNING & SUBMISSION OF BIDS:**

**11.1 Signing of bids:**

- 11.1.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using "Class 3" digital certificates with Organization's Name [e-commerce application (Certificate with personal verification and Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India before bid is uploaded. Digital Signature Certificates

having Bidder's Name in the "Organization Name" field are only acceptable. Digital Signature Certificate having "Organization Name" field other than Bidder's Name shall be rejected summarily.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney shall be submitted by bidder.

In case the digital signature is not of "Class-3" with organization name, the bid will be rejected. Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employees.

11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.

11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.

11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

11.2 Submission of bids:

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 is 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 Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to GM-Contracts, Oil India Ltd., Duliajan-786602 (Assam) on or before 12.45 Hrs (IST) on the bid closing date indicated in the IFB:

a) Printed catalogue and literature if called for in the bid document.



- b) Any other document required to be submitted in original as per bid document.

Documents sent through E-mail/Fax/Telephonic method will not be considered.

- 11.2.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-II of the bid document and the same should be uploaded along with the Technical Bid.
- 11.2.2 Timely delivery of the documents in physical form as stated in Para 11.2 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.
- 11.2.3 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

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

- 12.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 12.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the E-Procurement web page shall decide the submission dead line.
- 12.3 The documents in physical form as stated in Para 11.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

- 13.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

## **14.0 MODIFICATION AND WITHDRAWAL OF BIDS**

- 14.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.

- 14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. In case any bidder withdraws their bid within the bid validity period, as declared in the “Bid Security Declaration Form”, bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.
- 15.0 EXTENSION OF BID SUBMISSION DATE:** 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.
- 16.0 BID OPENING AND EVALUATION:**
- 16.1 Company will open the Bids, including submission made pursuant to clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 16.2 In technical bid opening, only “Technical Attachment” will be opened. Bidders therefore should ensure that technical bid is uploaded in the “Technical Attachment” Tab Page only in the E-portal.
- 16.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date/time will get extended up to the next working day and time.
- 16.4 Bids which have been withdrawn pursuant to clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 16.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security Declaration and such other details as the Company may consider appropriate.
- 16.6 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. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid

already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid 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 Bid 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. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 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.
- 16.9 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.

**17.0 OPENING OF PRICED BIDS:**

- 17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 In case of two bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.
- 17.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 17.4 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.

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

**18.0 EVALUATION AND COMPARISON OF BIDS:** The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

18.1 Discounts/Rebates:

18.1.1 Unconditional discounts/rebates, if any, given in the bid will be considered for evaluation.

18.1.2 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.

**19.0 CONTACTING THE COMPANY:**

19.1 Except as otherwise provided in Clause 16.0 above, no Bidder shall contact Company 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 Company vide sub-clause 16.6.

19.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**20.0 AWARD OF CONTRACT:**

20.1 Award criteria: The Company 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.

**21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company 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 Company's action.

**22.0 NOTIFICATION OF AWARD:**

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

22.2 The notification of award will constitute the formation of the Contract.

**23.0 PERFORMANCE SECURITY:** Successful bidder has to submit Performance Security amount as mentioned in Forwarding Letter, within 02 Weeks from the date of issue of Letter of Award (LOA).

- 23.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.
- b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS/Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.
- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
- ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	<b>Bank Details of Beneficiary: OIL INDIA LIMITED</b>	
<b>a</b>	Bank Name	STATE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Bank Account No.	<b>10494832599</b>
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	<b>SBIN0002053</b>
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479

If the Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

- c. In case of Bidders submitting Performance Security in the form of Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.
- d. No other mode of payment other than the mode covered under point nos. a & b will be accepted by the Company.

- 23.2 Performance Security shall not accrue any interest during its period of validity or extended validity.
- 23.3 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.

[Tender Number should reflect in the SFMS text under MT 760/MT 760 COV]

The above message/intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The Bank details are as under:

	<b>Bank Details of Beneficiary</b>	
<b>A</b>	Bank Name	HDFC BANK LTD
<b>B</b>	Branch Name	DULIAJAN
<b>C</b>	Branch Address	Utopia Complex, BOC Jayanagar, Duliajan, Dibrugarh – 786602
<b>D</b>	Banker Account No.	21182320000016
<b>E</b>	Type of Account	Current Account
<b>F</b>	IFSC Code	HDFC0002118
<b>G</b>	MICR Code	786240302
<b>H</b>	SWIFT Code	HDFCINBBCAL

- 23.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). 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.
- 23.5 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a 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.

**24.0 SIGNING OF CONTRACT:**

- 24.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 24.2 The successful Bidder shall sign and date the contract and return it to the Company after receipt of LOA. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 24.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**25.0 CREDIT FACILITY:** Bidders should indicate clearly in the Bid about availability of any credit facility inclusive of Government-to-Government credits indicating the applicable terms and conditions of such credit.

**26.0 MOBILISATION AND ADVANCE PAYMENT:**

- 26.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilization charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.
- 26.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable bank guarantee whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. Bank guarantee shall be valid for 2 months beyond completion of mobilization and the same may be invoked in the event of Contractor's failure to mobilize as per agreement.
- 26.3 In the event of any extension to the mobilization period, Contractor shall have to enhance the value of the bank guarantee to cover the interest for the extended period and also to extend the validity of bank guarantee accordingly.

**27.0 INTEGRITY PACT:**

- 27.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Part-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be



construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid.

- 27.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;
- 27.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract. The fees/expenses on dispute resolution shall be equally shared by both the parties.
- 27.4 OIL has appointed Shri Sutanu Behuria, IAS (Retd.), Shri Rudhra Gangadharan, IAS (Retd.) and Shri Om Prakash Singh, IPS (Retd.) as Independent External 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 Integrity Pact at the following addresses:
- a. Shri Sutanu Behuria, IAS (Retd.),  
E-mail: [sutanu2911@gmail.com](mailto:sutanu2911@gmail.com)
  - b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture  
E-mail: [rudhra.gangadharan@gmail.com](mailto:rudhra.gangadharan@gmail.com)
  - c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh  
E-mail: [Ops2020@rediffmail.com](mailto:Ops2020@rediffmail.com)

## **28.0 LOCAL CONDITIONS:**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

## **29.0 SPECIFICATIONS:** Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other

relevant information related to the works/services to be executed under the contract.

**30.0 GOODS AND SERVICES TAX:**

- 30.1 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.

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

- 30.2 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in the Price Bid Format.

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

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

30.4 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

- 30.5 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.
- 30.6 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.
- 30.7 GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.

- 30.8 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.
- 30.9 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.
- 30.10 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 leviable 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.
- 30.11 The Supplier of Goods/Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 30.12 In case the GST rating of bidder on the GST portal/Govt. official website is negative/black listed, then the bid may be rejected by OIL.
- 31.0** In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Purchase preference will be given as per PP-LC policy to Class-I local suppliers only.

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

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

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

**BID EVALUATION CRITERIA (BEC)**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bidders are advised not to take any exception/deviation to the Bid Documents. Exceptions/Deviations, if any, should be brought out during the Pre-Bid Conference as scheduled against this Tender. After processing such suggestions, Company may communicate the changes, if any, through an addendum to the tender document in this regard. Still, if any exceptions/deviations are maintained in the bid, such conditional/nonconforming bids shall not be considered, but shall be rejected.

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.

**1.0 ELIGIBILITY CRITERIA:**

**The bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered services to be eligible to bid against this tender.**

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide **Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020** by-MoPNG (including subsequent amendments thereof, if any) shall be applicable.

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

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

- (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the **percentage (%) of local content** in their bid, without which the bid shall be summarily rejected being non-compliant.
- (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid, stating that the bidder meets the minimum LC requirement (above 20%) and such undertaking shall become a part of the contract, if awarded.
- (c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

- (d) Bidder to submit a copy of their Certificate of Incorporation in India.

**2.0 TECHNICAL EVALUATION CRITERIA:**

**2.1 EXPERIENCE:**

**2.1.1** Bidder should be the [IPR (Intellectual Property Rights) Owner / Original Licensor/ OEM (Original Equipment Manufacturer)] OR [Subsidiary of IPR Owner/ Original Licensor/ OEM] OR [Authorized Dealer/ Authorized Distributor / Authorized Supplier] of the condition-based maintenance system proposed for implementation.

Original Licensor /IPR Owner/OEM is defined as the company holding software licensing rights and controlling software development cycle).

**2.1.2 IN CASE THE BIDDER IS IPR OWNER/ ORIGINAL LICENSOR/ ORIGINAL EQUIPMENT MANUFACTURER (OEM):**

The bidder shall have working experience of **“Implementation of online/real-time Condition-Based Maintenance/ Asset health Monitoring/ Asset Performance Management/ Predictive analytics solution for Reciprocating gas compressors”** in India or abroad for a minimum 09 (Nine) nos. of Reciprocating Gas Compressor Packages in the last 10 (ten) years reckoned from the Original Bid Closing Date.

**2.1.3 IN CASE THE BIDDER IS AN AUTHORIZED DEALER/ AUTHORIZED DISTRIBUTOR / AUTHORIZED SUPPLIER / WHOLLY OWNED SUBSIDIARY OF IPR OWNER/ ORIGINAL LICENSOR/ OEM:**

(i) The bidder or the bidder's OEM shall have working experience of **“Implementation of online/real-time Condition-Based Maintenance/ Asset health Monitoring/ Asset Performance Management/ Predictive analytics solution for Reciprocating gas compressors”** in India or abroad for a minimum 9 (Nine) nos. of Reciprocating Gas Compressor packages in the last 10 (ten) years reckoned from the Original Bid Closing Date.

(ii) The bidder shall submit valid Authorization Certificate/Letter issued by its IPR Owner/ Original Licensor/ OEM, confirming the Bidder's status as their authorized supplier / dealer / distributor/ wholly owned subsidiary (as the case may be) to sell their products with proper warranty and guarantee back-up for the period of the contract. Such authorization certificate/ letter shall be valid for the entire period of execution of the order. Offers shall be rejected straightway, if such authority letter is not submitted along with the technical bid.

**Notes to BEC Clause 2.1.2 & 2.1.3 above:**

**a.** For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:

- i) Contract document showing details of work,  
and
- ii) Job Completion Certificate showing:

- (a) Gross value/quantity of job done
- (b) Nature of job done and Work order no./Contract no.
- (c) Contract period and date of completion

or

- iii) SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
  - (a) Work order no./Contract no.
  - (b) Gross value of jobs/quantity done
  - (c) Period of Service
  - (d) Nature of Service

**b.** Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) are not acceptable as evidence.

**c.** Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.1 shall only be treated as acceptable experience.

**d.** Following work experience will also be taken into consideration:

- (i) If the prospective bidder has executed contract in which similar work is also a component of the contract.
- (ii) In case the start date of the requisite experience is beyond the prescribed 10 (ten) years reckoned from the original bid closing date but completion is within the prescribed 10 (ten) years reckoned from the original bid closing date.
- (iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **d. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 10 years, to be submitted as below:

Bidder must submit the breakup of similar work and its value/quantity/period executed within the prescribed period of 10 years reckoned from the original bid closing date. The breakup must be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

Proof of work experience against Para **d. (iii)** above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 10 years, to be submitted as below:

- A. Breakup of similar work
- B. Contract document showing details of work.
- C. LOA/LOI/Work order showing:
  - (i) Gross value awarded

- (ii) Nature of job awarded
- (iii) Contract no./Work order no.
- (iv) Contract period and date of completion

D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:

- (i) Work order no./Contract no.
- (ii) Gross value of job done
- (iii) Period of Work Done
- (iv) Nature of Service

- e. Experience of 'similar work' executed through 'sub-contracting' shall not be considered for evaluation.
- f. SIMILAR work executed by a bidder for its own organization/subsidiary/Joint Venture cannot be considered as experience for the purpose of meeting BEC.
- g. Bids submitted for part of the work will be rejected. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in clause 2.0.

**2.2** Any party who is extending support by way of entering into Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected.

**2.3 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:** Bids of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.1 of the tender, can also quote under the categories listed below in Clause Nos. 1.2.1, 1.2.2 & 1.2.3 provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services. With regards to calculation of local content and submission of documents during bidding & execution of contracts, provisions as per Purchase Preference Policy (linked with Local Content) (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17.11.2020 of MoPNG (or as amended from time to time) shall be applicable.

**2.3.1 BID FROM INDIAN COMPANY/INDIAN JOINT VENTURE COMPANY WITH TECHNICAL COLLABORATION/JOINT VENTURE PARTNER**

(a) The primary bidder who is incorporated in India and maintains more than 20% local content for the offered services as mentioned in Clause No. 2.0 above, shall have the experience of successfully completing at least 01 (One) no. of contract on its own independently for **"Implementation of condition-based maintenance system"** during the last 10 (ten) years to be reckoned from the original bid closing date. In support of the experience, the bidder shall submit documentary evidences as per Notes to BEC Clause 1.2 above.

(b) Only the independent experience of the primary bidder shall be considered for the purpose of this tender. The experience of the primary bidders with other firms/JV



partner/subcontracting/under supervision of either client or other professionals will not be qualified.

(c) The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria Clause No. 1.2 above. The experience of the Technical Collaborator/Joint Venture Partner with other firms shall not be qualified. In this regard, the documents establishing experience of the Technical Collaborator/Joint Venture Partner shall be submitted as per Notes to BEC Clause 1.2 above.

(d) Indian bidders quoting based on technical collaboration/joint venture, shall submit a duly Notarized Memorandum of Understanding (MOU)/Agreement with their technical collaborator/joint venture partner clearly indicating their roles and responsibilities under the scope of work which shall be addressed to OIL and shall remain valid and binding for the contract period under this tender and the period under the framework agreement.

Notes:

(i) Any party who is extending support to the bidder by way of entering into Consortium/Joint Venture agreement or MOU with another party shall not be allowed to submit an independent bid against this tender. Under such situation both the bids shall be rejected. Further, all bids from parties with technical collaboration support from the same principal against this tender shall be rejected.

(ii) Number of companies involved in Joint Venture Partnership/Technical Collaboration for bidding should not be more than three including the Subsidiaries, Parent Company.

**2.3.2 BID SUBMITTED ON THE BASIS OF THE TECHNICAL EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:** Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause No. 1.2 above can also be considered provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services as mentioned in clause 2.0 above and is a subsidiary company of the parent company [supporting company] in which the parent company has 100% stake or parent company can also be considered on the strength of its 100% subsidiary [supporting company]. However, the parent/subsidiary company of the bidder should on its own meet the experience as stipulated in the BEC and should not rely for meeting the experience criteria on its sister subsidiary/co-subsidiary company or through any other arrangement like technical collaboration agreement. In that case as the subsidiary company is dependent upon the experience of the parent company or vice-versa with a view to ensure commitment and involvement of the parent/subsidiary company for successful execution of the contract, the participating bidder should enclose an agreement (as per format enclosed as **PROFORMA-N** between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **PROFORMA-O** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the Technical bid.

**2.3.3 BID SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF SISTER SUBSIDIARY/CO-SUBSIDIARY COMPANY:** Offers of those bidders who themselves do not meet the technical experience criteria as stipulated in Clause No. 1.2 above can also be considered based on the experience of their Sister Subsidiary/Co-Subsidiary

company within the ultimate parent/holding company subject to meeting the conditions as stipulated below in Para (a) and (b), provided the primary bidder is incorporated in India and maintains more than 20% local content for the offered services as mentioned in clause 2.0 above.

(a) The sister subsidiary/co-subsidary company and the bidding company are both directly or indirectly owned 100% subsidiaries of an ultimate parent/holding company.

(b) The sister subsidiary/co-subsidary company on its own meets the technical experience criteria laid down in Clause No. 1.1 above and not through any other arrangement like technical collaboration etc.

(c) With a view to ensure commitment and involvement of the ultimate parent/holding company for successful execution of the contract, the participating bidder must submit an agreement, as per format furnished (PROFORMA-Q), between them, their ultimate parent/holding company, along with the technical bid.

In the situations mentioned in Clause mentioned above , following conditions are required to be fulfilled/documents to be submitted as follows:

(i) Undertaking by the supporting company to provide a Performance Security (as per format and instructions enclosed at **PROFORMA-R**, equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company, in case the supported bidding company is the successful bidder. In cases where foreign based supporting company does not have permanent establishment in India, the bidding company can furnish performance security for an amount which is sum of performance security amount to be submitted by the bidder and performance security amount required to be submitted by the supporting company. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any permanent establishment in India in terms of Income Tax Act of India.

(ii) Undertaking from the supporting company to the effect that in addition to invoking the performance security submitted by the contractor, the performance security provided by supporting company shall be invoked by OIL due to non-performance of the contractor.

**2.4** The IPR Owner/ OEM/ Bidder's OEM (as the case may be) should submit sample copies (minimum one (01) nos. of condition based monitoring/ asset health monitoring reports for confirmation of visualization of asset health monitoring/ analytics using pressure / vibration data that is referenced to crank-angle from any version of their offered solution. The reports should be associated with a project completed in India or abroad in the last 10 (ten) years reckoned from the Original Bid Closing Date.

**2.5** Bidder should take responsibility of providing cloud infrastructure, IOT & IT devices, and software licenses, installation, commissioning and integration services etc. to implement the end-to-end solution successfully. In this regard bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per attached **Annexure C3.**

**2.6 Manpower Requirement:** Bidder should propose a project manager (proposed to be assigned against the OIL's contract) who should have:

- (i) More than 10 (ten) years of total work experience
- (ii) More than 3 (three) years of experience in condition based maintenance/ asset maintenance/ asset performance management/ maintenance analytics in O&G industry executed at least 1 (one) similar Work in Oil & Gas.

In this regard bidder must submit the Experience certificate along with the bid with details of the project and client details (including contact number and email ID) certified by CEO/MD is required.

**2.7** Bidder should submit a 'No Deviation Certificate' against the terms and conditions mentioned in the Tender. In this regard, bidder must submit Certificate from CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization as per **Proforma-II**.

**2.8** Bids from following types of bidder will not be accepted:

- (i) Who are in the Holiday list of OIL or its Administrative Ministry, MoPNG.
- (ii) Who are under liquidation, court receivership or similar proceedings.
- (iii) Consultant or their subsidiary Company or companies under the management of consultant for execution of the same project for which they are working as consultant.
- (iv) Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
- (v) Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the bid.

In this regard bidder must submit Self-Declaration in format duly certified by CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney along with the bid as per **Annexure C1**.

### **3.0 FINANCIAL REJECTION CRITERIA:**

**3.1** Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be minimum **Rs. 3,80,60,858.00 (Rupees Three Crore and Eighty Lakhs Sixty thousand Eight Hundred and Fifty eight rupees Only).**

**3.2** Net worth of the bidder must be Positive for the preceding financial/accounting year.

Note: The Net worth to be considered against Clause 3.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

**3.3 In case of bid from Indian Company/Indian Joint Venture Company with Technical Collaboration/Joint Venture partner** as per Clause No. 2.3.1, the primary bidder shall meet the financial criteria as mentioned in Clause Nos. 6.1 and 6.2.

**3.4 In case the bidder is a subsidiary company** (should be a 100% subsidiary of the parent/ultimate parent/holding company) as per Clause 2.3.2 who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then documents need to be submitted along with the technical bid in support of the following:

- i. Average Annual Turnover of last three accounting years of the parent/ultimate parent/holding company (**supporting company**) shall be as per Clause 6.1 above.
- ii. Net worth of the parent/ultimate parent / holding company (supporting company) should be positive for the accounting year preceding the bid closing date.
- iii. Corporate Guarantee (**PROFORMA-P**) on **parent/ultimate parent/holding company's (supporting company)** letter head signed by an authorized official undertaking that they would financially support their subsidiary company for executing the project/job in case the same is awarded to them, and
- iv. Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.

**3.5 In case the bidder is a sister subsidiary or co-subsidiary company or subsidiary (should be a 100% subsidiary of the parent/ultimate parent/holding company)** as per Clause 2.3.3 who does not meet financial criteria by itself and submits bid based on the financial strength of its parent/ultimate parent/holding company, then following documents need to be submitted along with the technical bid:

- (i) Audited Balance Sheet and Profit Loss Account of the parent/ultimate parent/holding company.
- (ii) Corporate Guarantee of parent/ultimate parent/Holding company (as per format enclosed as Annexure-VI(c)) by the authorized officials.
- (iii) Documents to substantiate that the bidder is a 100% subsidiary company of the parent/ultimate/holding parent company.
- (iv) Documents proving that net worth of the parent/ultimate parent company is positive for the accounting year preceding the bid closing date”.

**NOTES:** OIL reserves the right to ask for any Original or other relevant document to verify the certification.

**Notes to BEC Clause 3.0 above:**

- a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid:

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

OR

- (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **Annexure-X**.

Note : Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.

- 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 undertaking in support of the same along with their technical bid as per **Proforma-X**.
- c.** 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 evidence for the same.
- d.** In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e.** In case the Audited Balance sheet and Profit Loss Account submitted along with the bid are in currencies other than INR, the bidder shall have to convert the figures in equivalent INR considering the prevailing conversion rate on the date on which the Audited Balance Sheet and Profit & Loss Account is signed. A CA Certificate is to be submitted by the bidder regarding converted figures in equivalent INR. Else, the Audited Balance Sheet and Profit & Loss Account shall be evaluated by considering the BC selling rate declared by State Bank of India (on the date on which the Audited Balance Sheet and Profit & Loss Account is signed) for conversion to INR.
- f.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 3.0.

#### **4.0 COMMERCIAL EVALUATION CRITERIA:**

**4.1** The bids are to be submitted under 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.

**4.2** 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.

**4.3** Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Securing Declaration” (Proforma-V)** accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

**4.4** Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.

**4.5** Any bid received in the form of Physical document/ Telex/Cable/Fax/E-mail will not be accepted.

**4.6** 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.

**4.7** 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.

**4.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

**4.9** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's E-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Unpriced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.

**4.10** 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)** Bid Securing Declaration
- (iii)** Period of validity of Bid
- (iv)** Price Schedule
- (v)** Performance Bank Guarantee / Security deposit
- (vi)** Delivery / Completion Schedule
- (vii)** Scope of work
- (viii)** Guarantee of material / work
- (ix)** Liquidated Damages clause
- (x)** Tax liabilities
- (xi)** Arbitration / Resolution of Dispute Clause
- (xii)** Force Majeure
- (xiii)** Applicable Laws
- (xiv)** Specifications
- (xv)** Integrity Pact

**4.11** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

**4.12** Bid received with validity of offer less than 120 (One Hundred Twenty) days from Original Bid Closing Date will be rejected.

**4.13** 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 /Integrity pact"** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

## **5.0 PRICE EVALUATION CRITERIA:**

**5.1** Price bid shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been 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.

**5.2** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.

**5.3** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

**5.4** 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.

**5.5** 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.

**5.6** 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.

**5.7** 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.

**5.8** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**5.9** Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

**5.10** Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

**5.11** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.

**6.0 GENERAL:**

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

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

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

**6.4** 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.

**6.5** 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.

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



**7.0 PURCHASE PREFERENCE CLAUSE:**

**7.1 Purchase Preference to MSE Bidders:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

**7.1.1 Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16<sup>th</sup> June 2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30<sup>th</sup> June, 2020 shall continue to be valid only up to 31<sup>st</sup> December, 2021.

Bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs.

i. Udyam Registration Number with Udyam Registration Certificate

or

ii. Proof of registration with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.

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

Purchase preference policy-linked with Local Content (PP-LC) notified vide letter no. FP-20013/2/2017-FP-PNG dated 17th November, 2020 of MoPNG shall be applicable in this tender. Bidders to check the provisions of the Notification for their eligibility to bid and seek benefits for Purchase preference, accordingly. Purchase preference will be applicable as per the Notification(s) and any amendment thereof.

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

**8.0 AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below:

Note: Bidder to categorically confirm under which policy i.e. PP-LC or MSME, they want to avail the benefit and to submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration. No benefit shall be given if the bid is submitted without any above declaration along with supporting document as per the respective policies.

**A. L-1 bidder is a MSE bidder**

In case if the L1 bidder is a MSE bidder, the contract for hiring of the services of Remote Online Condition based Maintenance system for Gas Engine driven Reciprocating Gas Compressors shall be awarded to L1 MSE bidder.

**B. L-1 Bidder is other than MSE and non Class I PPLC**

In case if the L1 bidder is non MSE and is not a Class I PPLC bidder, then preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract for hiring of the services of Remote Online Condition based Maintenance system for Gas Engine driven Reciprocating Gas Compressors shall be awarded, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on. If none of the MSE bidders within price band of L1+15% accept the L1 price, then preference shall be given to the lowest eligible Class I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract for hiring of the services of Remote Online Condition based Maintenance system for Gas Engine driven Reciprocating Gas Compressors shall be awarded, else offer shall be given to the next higher Class I PPLC bidder within price band of L1+20% and so on. In case none of the Class I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder.

**C. L-1 Bidder is other than MSE but is a Class I PPLC**

In case if the L1 bidder is a Class I PPLC, then preference shall be given to the lowest eligible MSE bidder falling within the price band of L1+15%. If such MSE bidder agrees to match the price of L1 bidder, then the contract for hiring of the services of Remote Online Condition based Maintenance system for Gas Engine driven Reciprocating Gas Compressors shall be awarded, else offer shall be given to the next higher MSE bidder within price band of L1+15% and so on. If none of the MSE bidders within price band of L1+15% accept the L1 price, then contract shall be awarded to L1 bidder [Class I PPLC].

**9.0 THIRD PARTY INSPECTION:** Oil India Limited (OIL) has engaged 09 (Nine) Independent Inspection Agencies to verify and certify of various documents required against BEC/BRC of the tender. The list of these Independent Inspection Agencies along with their email ID's is as follows:

<b>Sl. No.</b>	<b>Name of Independent Inspection Agency</b>	<b>Contact E-mail ID</b>
i.	M/s. RINA India Pvt. Ltd.	a. <a href="mailto:ssd@rina.org">ssd@rina.org</a> b. <a href="mailto:Andrea.Vattuone@rina.org">Andrea.Vattuone@rina.org</a>
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. <a href="mailto:rkjain@rcaindia.net">rkjain@rcaindia.net</a> b. <a href="mailto:info@rcaindia.net">info@rcaindia.net</a>
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. <a href="mailto:mangesh.gaonkar@dnvgl.com">mangesh.gaonkar@dnvgl.com</a>
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. <a href="mailto:Jaimin.Bhatt@tuv-sud.in">Jaimin.Bhatt@tuv-sud.in</a> b. <a href="mailto:sanjaykumar.singh@tuv-sud.in">sanjaykumar.singh@tuv-sud.in</a> c. <a href="mailto:Pankaj.Narkhede@tuv-sud.in">Pankaj.Narkhede@tuv-sud.in</a> d. <a href="mailto:Ajit.Yadav@tuv-sud.in">Ajit.Yadav@tuv-sud.in</a>

v.	M/s. IRCLASS Systems and Solutions Private Limited	a. <a href="mailto:abhishek.singh@irclass.org">abhishek.singh@irclass.org</a> b. <a href="mailto:pradeep.bansal@irclass.org">pradeep.bansal@irclass.org</a> c. <a href="mailto:Asim.Hajwani@irclass.org">Asim.Hajwani@irclass.org</a> d. <a href="mailto:Amit.Ketkar@irclass.org">Amit.Ketkar@irclass.org</a> e. <a href="mailto:industrial_services@irclass.org">industrial_services@irclass.org</a>
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. <a href="mailto:contact@gulflloyds.com">contact@gulflloyds.com</a> b. <a href="mailto:bbhavsar@gulflloyds.com">bbhavsar@gulflloyds.com</a> c. <a href="mailto:inspection@gulflloyds.com">inspection@gulflloyds.com</a> d. <a href="mailto:gulflloyds.india@gmail.com">gulflloyds.india@gmail.com</a>
vii.	M/s. TUV India Private Limited	a. <a href="mailto:salim@tuv-nord.com">salim@tuv-nord.com</a> b. <a href="mailto:delhi@tuv_nord.com">delhi@tuv_nord.com</a>
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. <a href="mailto:Shailesh.Deotale@ind.tuv.com">Shailesh.Deotale@ind.tuv.com</a> b. <a href="mailto:ravi.kumar@ind.tuv.com">ravi.kumar@ind.tuv.com</a> c. <a href="mailto:rupeshkumar.singh@ind.tuv.com">rupeshkumar.singh@ind.tuv.com</a> d. <a href="mailto:Neeraj.Chaturvedi@ind.tuv.com">Neeraj.Chaturvedi@ind.tuv.com</a>
ix.	M/s. Bureau Veritas (India) Private Limited	a. <a href="mailto:udit.chopra@bureauveritas.com">udit.chopra@bureauveritas.com</a> b. <a href="mailto:vishal.sapale@bureauveritas.com">vishal.sapale@bureauveritas.com</a> c. <a href="mailto:dinesh.sukhramani@bureauveritas.com">dinesh.sukhramani@bureauveritas.com</a> d. <a href="mailto:p.sridhar@bureauveritas.com">p.sridhar@bureauveritas.com</a> e. <a href="mailto:hariprasad.jhawar@bureauveritas.com">hariprasad.jhawar@bureauveritas.com</a> f. <a href="mailto:amit.shaw@bureauveritas.com">amit.shaw@bureauveritas.com</a> g. <a href="mailto:business.support@bureauveritas.com">business.support@bureauveritas.com</a> h. <a href="mailto:labhanshu.sharma@bureauveritas.com">labhanshu.sharma@bureauveritas.com</a> i. <a href="mailto:pramodkumar.yadav@bureauveritas.com">pramodkumar.yadav@bureauveritas.com</a> j. <a href="mailto:sonal.lad@bureauveritas.com">sonal.lad@bureauveritas.com</a> k. <a href="mailto:bvindia.corporate@in.bureauveritas.com">bvindia.corporate@in.bureauveritas.com</a>

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

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

bidder fails to submit the verified copies/verification certificate within 07 (Seven) days of bid opening at its own risk and responsibility.

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

- (a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- (b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required **at no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**
- (c) Verification of documents (but not limited to) are normally categorised as under:
  - **General Requirement:**
    - Check Bidder's PAN Card
    - Check Bidder's GST Certificate
    - Check ITR of company
    - Check Bidder's Certificate of Incorporation – Domestic Bidder.
  - **Additional Documents : (If applicable against the tender)**
    - Joint Ventures Agreements – To cross-check with JV Partners
    - Consortium Agreements – To cross-check with Consortium Partners
    - Holding/Parent/Subsidiary/Sister Subsidiary/Co-Subsidiary Company – To check the Share Holding pattern
  - **Technical Criteria**
    - To check Experience Proof- Completion Certificates, Reference contact verification, Original Work Order/Contract Copy and any other document(s), if called for vide BEC/BRC of the Tender.
  - **Financial Criteria**
    - Check and verify Audited Balance Sheet/CA certificate

- To check the Line of Credit, if incorporated in the tender.

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

**10.0 COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

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

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

**1.2 Definition & Interpretation**

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

**1.2.1 COMPANY/OIL/Operator:**

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

**1.2.2 CONTRACTOR:**

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

**1.2.3 Contract:**

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

**1.2.4 Site:**

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

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

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

**1.2.6 Sub-Contract:**

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

**1.2.7 Sub-Contractor:**

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

**1.2.8 Contractor's Representative:**

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

**1.2.9 Contract Price/Value:**

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

**1.2.10 Firm price:**

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

**1.2.11 Service/Works/Operations:**

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

**1.2.12 Equipment/Materials/Goods :**

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

**1.2.13 Drawings:**

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

**1.2.14 Specifications:**

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

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

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

**1.2.16 Inspectors:**

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

**1.2.17 Tests:**

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

**1.2.18 Approval:**

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT

**1.2.19 Day:**

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

**1.2.20 Month:**

Shall mean a calendar month as per Gregorian calendar.

**1.2.21 Year:**

Shall mean calendar year as per Gregorian calendar.

**1.2.22 Working day:**

Means any day which is not declared to be holiday by the COMPANY.

**1.2.23 Bid/offer:**

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

**1.2.24 Guarantee:**

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.



**1.2.25 Mobilization:**

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

**1.2.26 De-mobilization:**

Shall mean the removal of all items forming part of the Mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

**1.2.27 Willful Misconduct:**

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

**1.2.28 Gross Negligence:**

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

**1.2.29 Criminal Negligence:**

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

**1.2.30 GST Legislations:**

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

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

**2.0 CONTRACT DOCUMENT:**

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

in accordance with English language.

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

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

**3.0 WAIVERS AND AMENDMENTS:**

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

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

**4.0 CONTRACT TIMELINE:**

**4.1 Effective Date of Contract:** The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the Effective Date of Contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

**4.2 Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

**4.3 Duration of the contract:**

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

**5.0 SCOPE OF WORK/CONTRACT:**

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

**6.0 GENERAL OBLIGATION OF CONTRACTOR:**

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

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.
- 6.7** CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

**7.0 GENERAL OBLIGATION OF COMPANY:**

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

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

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

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

- i. Overall supervision, co-ordination and Project Management at site
- ii. Proper and optimum utilization of equipment and services.
- iii. Monitoring of performance and progress
- iv. Commenting/ countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- v. He shall have the authority, but not obligation at all times and any time to inspect/test/examine/ verify any equipment machinery, instruments, tools, materials, personnel, procedures and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector.

Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- vi. Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/engineer without which no claim shall be entertained by the OIL.

## **8.2 CONTRACTOR's representative:**

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

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

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

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

**10.0 PERFORMANCE SECURITY:**

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/ Cashier's cheque/Banker's cheque\*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

a. Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider.

OR

b. Any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, in case of foreign CONTRACTOR/service provider.

OR

c. Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

Note: Bank Guarantee issued by a Scheduled Bank of India at the request of some other Non-Schedule Bank of India shall not be acceptable.

- 10.2** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address

Branch Code

Code Nos. of the authorized signatory with full name and designation.

Phone Nos.

Fax Nos.

E-mail address.

- 10.3** The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non- judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.4** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee

from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

- 10.5** The Performance Security shall be denominated in the currency of the contract.
- 10.6** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.7** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.
- 10.8** The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.9** Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

# Subject to credit in OIL's account within prescribed time

\* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

**11.0 SIGNING OF CONTRACT:**

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

**12.0 CLAIMS, TAXES & DUTIES:**

- 12.1 Claims:** CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens

or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

**12.2 Notice of claims:** CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

**12.3 Taxes:**

**12.3.1** CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

**12.3.2** Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

**12.3.3** CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

**12.3.4** The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

**12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.

**12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.

**12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.

**12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales

made by CONTRACTOR shall be borne by the CONTRACTOR.

**12.3.9** CONTRACTOR shall provide all the necessary compliances/ invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).

**12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:

- i. Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR)
- ii. Name and Address and GST Registration Number of the Service Receiver (Address of OIL)
- iii. Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess)

**12.3.11** In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

**12.3.12** The CONTRACTOR should mention the Place of supply in the invoice raised under GST Law.

**12.3.13** OIL would not accept any invoice without its GSTIN mentioned on the invoice

*Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.*

#### **12.4 Goods and Services Tax:**

**12.4.1** "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import/interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

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

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.



**12.4.3** Where the OIL is not entitled to avail/take the full input tax credit of GST:

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

**12.4.4** The CONTRACTOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the CONTRACTOR shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the CONTRACTOR shall be to CONTRACTOR's account.

**12.4.5** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

**12.4.6** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

**12.4.7** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

**12.4.8** Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.

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

**12.4.10** The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self- attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

**12.5 Anti-profiteering clause**

**12.5.1** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

**12.5.2** In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

**13.0 CUSTOMS DUTY, IF APPLICABLE:**

**13.1.1** CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.

**13.1.2** CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

**13.1.3** Above clause is to be read with Customs Duty Clause in SCC, if any.

**14.0 INSURANCE:**

**14.1** CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

**14.2** Any deductible set forth in any of the above insurance shall be borne by Contractor.

**14.3** CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

**14.4** All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

**14.5 Certificate of Insurance:**

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage

- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

**14.6** Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

**14.7** If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

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

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

**14.9 Principal Assured:**

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract/LOA)"

**14.10 Waiver of subrogation:**

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

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

**14.11 Deductible:**

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

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

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

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

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

**14.13 Loss Payee Clause:**

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

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

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

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

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

- i) **Workman Compensation and/ Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of **all CONTRACTOR’s items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory

liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

**15.0 LIABILITY:**

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

and sub-CONTRACTORS for injury to, illness or death of any employee of the CONTRACTOR and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the CONTRACTOR's liabilities agreed to under this Contract.

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

**15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub- CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub- CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

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

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

**16.0 LIMITATION OF LIABILITY:**

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

b) Notwithstanding any other provisions incorporated elsewhere in the contract, the

aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

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

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

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/ CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**18.0 CONSEQUENTIAL DAMAGE:**

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

**19.0 RISK PURCHASE:**

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

**20.0 INDEMNITY AGREEMENT:**

- 20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and

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

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

**21.0 INDEMNITY APPLICATION:**

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

**22.0 ROYALTY PATENTS:**

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

**23.0 WARRANTY AND REMEDY OF DEFECTS:**

- 23.1** CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.
- 23.2** Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay



promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**24.0 SUBCONTRACTING/ASSIGNMENT:**

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

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

**25.0 RECORDS, REPORTS AND INSPECTION:**

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

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

**26.1** CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

**26.2** CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

**26.3** Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.

**26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which CONTRACTOR shall immediately inform COMPANY ;
- ii) is lawfully becomes at a later date known to the public through no fault of CONTRACTOR subject to CONTRACTOR's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by CONTRACTOR before receipt thereof from COMPANY which should be immediately informed to COMPANY;
- iv) is developed by CONTRACTOR independently of the information disclosed by COMPANY which should be shared with the COMPANY;
- v) CONTRACTOR is required to produce before competent authorities or by court order subject to prior permission from COMPANY;

**27.0 REMUNERATION AND TERMS OF PAYMENT:**

**27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

**27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.

- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. **27.4** above.
- 27.10** The acceptance by CONTRACTOR of part payment on any billing not paid on or before the due date shall not be deemed a waiver of CONTRACTOR's rights in any other billing, the payment of which may then or thereafter be due.
- 27.11** Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:
- a) Audited account up to completion of the Contract.
  - b) Tax audit report for the above period as required under the Indian Tax Laws.
  - c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
  - d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
  - e) Any other documents as required by applicable Indian Laws.

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

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

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

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

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

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.  
  
(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
  - 1) The furnished information is correct to the best of his knowledge.
  - 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
  - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be

terminated.

4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

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

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

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

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

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

### **31.0 FORCE MAJEURE:**

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of

God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

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

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

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

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

### **32.0 SET-OFF:**

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

### **33.0 WITHHOLDING:**

COMPANY may withhold or nullify the whole or any part of the amount due to

CONTRACTOR, after informing the CONTRACTOR of the reasons in writing, on account of subsequently discovered evidence in order to protect COMPANY from loss on account of:

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

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

- 33.8** COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against **33.2, 33.3, 33.6 & 33.7** above.

**34.0 APPLICABLE LAWS:**

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of

Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

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

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

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

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

### **35.0 LABOUR LAWS:**

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



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

**36.0 STATUTORY REQUIREMENTS:**

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

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

- 37.1** It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.)

under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

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

**38.0 POLLUTION AND CONTAMINATION:**

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

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

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

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

- 39.1** All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.
- 39.2** In the event of introduction of any new legislation or any amendment or

enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

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

ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.

**39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.

**39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti- profiteering clause under GST Act have been complied with.

**40.0 SEVERABILITY:**

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

**41.0 COMMISSION OF MISCONDUCT/SUBMISSION OF FRAUDULENT DOCUMENT BY THE BIDDER/CONTRACTOR AND BANNING THEREOF:**

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

**42.0 SETTLEMENT OF DISPUTES:**

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

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

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

3) It is agreed and undertaken by the Parties that irrespective of country of

origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

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

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable
Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5) The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

6) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

7) Parties agree and undertake that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

8) The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended)

9) If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

(i) 20% of the fees if the claimant has not submitted statement of claim.

- (ii) 40% of the fees if the pleadings are complete
  - (iii) 60% of the fees if the hearing has commenced.
  - (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.
- 10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.
- In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.
- 11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.
- 12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.
- 13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- 14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

In the event of any dispute or difference relating to, arising from or connected with

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

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

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

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

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the

substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.

h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.

j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.

k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.

l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

#### **42.5 Exclusions**

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

i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.

ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.

iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.

iv) Any claim which is less than Rs. 25 Lakh.

#### **43.0 COMPLETION OF CONTRACT:**



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

**44.0 TERMINATION:**

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

**44.2 Termination of contract for death:** If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

**44.3 Termination on account of Force Majeure:** Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 [above](#).

**44.4 Termination on account of insolvency:** In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

**44.5 Termination for Unsatisfactory Performance:** If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may

not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at [www.oil-india.in](http://www.oil-india.in)].

**44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and /or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/ material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.

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

**44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.

**44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.

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

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from **44.4 to 44.7**

**45.0 TO DETERMINE THE CONTRACT:**

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

**46.0 WITHOUT DETERMINING THE CONTRACT:** In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the COMPANY may take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

**47.0 ERRING/DEFAULTING AGENCIES:**

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: [www.oil-india.com](http://www.oil-india.com). Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

**48.0 MISCELLANEOUS PROVISIONS:**

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

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

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

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

**Schedule of Work, Unit and Quantity**

**DESCRIPTION OF WORK/SERVICE:** Hiring of Services for remote Online Condition Based Maintenance System for Gas Engine driven Reciprocating Gas Compressors.

**Table 1:**

<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Estimated Quantity</b>
10	<b>Installation &amp; Commissioning</b>	LSM	1
20	<b>Service Subscription Charges-1st year</b>	MON	204
30	<b>Service Subscription Charges-2nd year</b>	MON	204
40	<b>Service Subscription Charges-3rd year</b>	MON	204
<b>Note:</b>			
<b>1.</b> Tenure of Agreement: 03 (Three) years from the date of Go-Live with a provision for extension by another one year.			
<b>2.</b> Mobilisation Period: Total 140 days from the issue of Work order/Mobilisation Notice.			
<b>3.</b> The quoted price for the proposed solution as mentioned in Schedule of Rates shall be based on hardware estimate in the SCC.			

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**The following Clauses of SCC shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

**SECTION I:**

Mobilization	A Total of 140 days (max) will be given as mobilization time after issue of work order for the Milestones
Duration of contract	Contract Duration shall be 3 years from the date of Go-Live and extendable for another one year excluding Mobilization Time.
Inspection	Not Applicable
Performance Security	3% of annualized Contract Value.
Terms of Payment	<p>On account payment may be made, not often than monthly, up to the amount of <b>100%</b> of the value of work done. 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.</p> <p>Monthly Payment shall be made for each of the compressor package units, provided all the deliverables are met as per SLA</p>
Arbitration	As per GCC
De-Mobilization	<i>After completion of contract period the vendor shall safely carryout dismantling of all the instrumentation, cabling mounted and laid in the package without hampering the normal operation of the units.</i>
Association of company's Personnel	As per GCC
Liquidated Damage	<p><b><u>LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:</u></b> 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.</p>
Provision of Personnel facilities	<i>Vendor to arrange for accommodation, food and local conveyance for their personnel.</i>

Subcontracting: Allowed/Not Allowed	Not Allowed
If allowed, define Petty Services	Not Allowed
Address details for submission of invoice	<i>All Invoices are to be sent to the following address:</i>  <i>CGM-GMS Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam</i>
Force Majeure	Not Applicable

**SECTION II: GOODS AND SERVICES TAX:**

1 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.

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

2. “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.

3. 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.

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

5. Where the OIL is entitled to avail the input tax credit of GST: OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

6. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

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.

8. Contractor/Contractor 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 / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.

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/Contractor, OIL shall withhold the payment of GST.

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/Contractor but will be directly deposited to the government by OIL.

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.

12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor 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.



13. TDS under GST, if applicable, shall be deducted from contractor's/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
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.
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.
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 and in case the rate of duty/taxes finally assessed is on the lower side.
17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties 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 taxes & duties.
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.
19. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.

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 evidence the rate as applicable on the Bid due date and on the date of revision.
21. 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.
22. 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.
23. 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.
24. The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
25. 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.
26. 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.
27. 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.
28. 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 leviable 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.
29. Documentation requirement for GST: The Contractor 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;

Note: OIL GSTIN numbers are as follows:

Assam :18AAACO2352C1ZW

Arunachal Pradesh :12AAACO2352C1Z8

- 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:
- The original copy being marked as ORIGINAL FOR RECIPIENT;
  - The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - The triplicate copy being marked as TRIPPLICATE 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.

### 30. 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.

31. In case the GST rating of Contractor 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 Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

### SECTION III:

Details of the Service	iring of Services for remote Online Condition Based intenance System for Gas Engine driven Reciprocating Gas mpressors.
Area Of Operation	GMS Dept.
<b>HSE Policy</b>	1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to 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

	<p>be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.</p> <p>2. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety. 4. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL). 5. 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 Actor omissions at work. 6. The Contractor should frame a mutually agreed bridging document between OIL &amp; the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined. 7. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act-1986 and other applicable laws.</p> <p>3. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.</p> <p>4. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.</p> <p>5. The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.</p> <p>6. OIL will communicate all information to the Contractor or</p>
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	<p>his authorized representative only. 26. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.</p> <p>7. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.</p> <p>8. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).</p> <p>9. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.</p> <p>10. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.</p> <p>11. Considering the on-going Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.</p> <p>12. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.</p>
Interim de-Mobilization and Re-mobilization	Not applicable.
Notice	<p>Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below:</p> <p><b><u>Company</u></b></p> <p>a) <b><u>For contractual matters</u></b></p> <p>GM (Contracts)-HOD OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a></p>

	<p>b) <b><u>For technical matters</u></b></p> <p>CGM-GMS Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 2800514 Email: <a href="mailto:malaydas@oilindia.in">malaydas@oilindia.in</a></p> <p>c) <b><u>Contractor</u></b></p> <p>_____</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<b>PENALTY</b>	As per <b>Clause no 7.0</b> of Section IV of SCC.

## **SECTION IV: SCOPE OF WORK**

### **1.0 Background & Context**

India Limited (OIL) is a premier Indian National Oil Company engaged in the business of exploration, production and transportation of crude oil and natural gas, and production of LPG. The company's history spans the discovery of crude oil in the far east of India at Digboi, Assam in 1889 to its present status as a fully integrated upstream petroleum company.

OIL has a long history of exploration and production of hydrocarbons in the fold- belts of Upper Assam and Arunachal Pradesh. Now its exploration efforts are not limited to India but have crossed its borders to have global footprint as well. At present OIL has in- country Field Head-Quarter at Duliajan Assam, Pipeline Head Quarter at Guwahati, Assam, Project offices at Jodhpur (Rajasthan) and Kakinada (Andhra Pradesh), Shipping office at Kolkata (West Bengal), E&D Directorate, Delhi and Corporate office at Noida.

OIL has embarked on Project DRIVE (Digital Readiness for Innovation and Value in E&P) to leverage the recent advances in digital technologies and advanced analytics to improve productivity, bring in process efficiencies, increase stakeholder value, achieve effective decision making and to address the challenges posed by ever changing business requirements.

### **1.1 Solution Objective& Business Context**

OIL has 126 Nos. of Gas Compressor packages in the fleet which are deployed at 18 Nos. of Gas Compressor Stations (GCSs). These compressor packages are used as either Low Pressure Boosters (1.5 Kg/cm<sup>2</sup> to 17 Kg/cm<sup>2</sup>) or Gas Lift Units (14 Kg/cm<sup>2</sup> to 90 Kg/cm<sup>2</sup>). At present, the maintenance philosophy adopted by OIL revolves around Scheduled and Breakdown Maintenance.

Scheduled Maintenance includes:

- Replacement of Lube oil, lube oil filters depending upon running hours,
- Top Overhauling, and
- Major Overhauling

Breakdown Maintenance includes:

For Gas Compressors:

- Replacement of Compressor Valves
- Replacement of Piston / Piston Rings
- Replacement of Crosshead
- Replacement of Crankshaft
- Replacement of Lube oil pumps/ coolers etc.

For Gas Engines

- Replacement of Pushrods,
- Replacement of cylinder heads,
- Replacement of Liners
- Replacement of Water pumps, Oil Coolers etc.

Most of the crude oil and gas produced by OIL is from matured and ageing fields which are connected to gas lift network for artificial lift to augment production and improve recovery. Therefore, availability, reliability and integrity of these compressors are of paramount importance to OIL. Further, taking into account the capital cost of the equipment, high cost of spares (given these need to be imported and have high lead time from 1.5 years to 3 years from requirement to availability at site), and high manpower cost, the existing maintenance philosophy has become out-dated.

With the advent of IIoT technology in the O&G industry, OIL now intends to deploy condition monitoring solution for Gas Compressor packages to help engineers and maintenance personnel to do **Performance monitoring and predictive maintenance of its Gas Engine driven Reciprocating Gas Compressor Packages** deployed in the region of Assam. The primary objective for having a solution like condition monitoring are given below:

- Improve Availability
- Reduce unplanned production loss
- Improve productivity of maintenance team through means of advisories
- Easy Troubleshooting
- Reduce Risk through early warning
- Reduce uncertainty through early planning
- Reduce maintenance costs
- Improve Asset run life
- Increase safety of people and assets
- Remote visibility of assets
- Fleet management capability.

## 2.0 Solution Requirements

### 2.1 Functional Requirement

SN	Details
<b>A.</b>	<b>1.1.1 System Installation</b>
1.	Bidder shall be responsible to deliver matured off-the-shelf system /solution for condition monitoring of reciprocating gas compressors
2.	Bidder shall be responsible for every aspect of system installation: <ul style="list-style-type: none"> <li>• Sensors</li> <li>• Mechanical modifications to assets for installing sensors</li> <li>• Field cabling/ wiring</li> </ul>

	<ul style="list-style-type: none"> <li>• Connectivity/ Network</li> <li>• Hardware</li> <li>• Software</li> <li>• System documentation</li> <li>• Project management</li> </ul>
3.	Bidder shall be responsible for deploying its own technical and support personnel for system installation at OIL locations
<b>B.</b>	<b>1.1.2 Performance Monitoring and Predictive Maintenance Analytics</b>
1.	The solution shall enable real-time, remote condition monitoring by collecting necessary parameters to assess equipment health
2.	The solution shall use a combination of advanced physics-based and AI/ ML model to facilitate predictive maintenance and optimization of equipment performance. OIL to provide all the necessary run files and compressor information required to create the Digital Twin model of the running compressors.
3.	The solution shall use advanced thermodynamic models based on dynamic temperature, pressure, and vibration data, relative to crank position.
4.	The solution shall simultaneously capture the pressure and vibration data against the crank angle by utilizing the reference to the Top Dead Centre (TDC) of the compressor.
5.	The solution shall have the ability to consume equipment design or specification based on first principle-based models (e.g. equipment performance characteristics curve, efficiency curve etc.). This model should evaluate the equipment performance with respect to its operating envelope
6.	The solution shall have the ability to consume real time data and use advanced models to predict future fault/ failure/ event. The data should be referenced to the crank angle and the models should incorporate Machine Learning (ML) / Artificial Intelligence (AI).
7.	The solution shall have the geometric models and a comprehensive list of diagnostics or fault symptom defined in its library for gas compressor.
8.	<p>The solution shall have the ability to detect gas compressor faults as indicated below (non-exhaustive) on compressors where ports are available to use indicator valves for pressure measurement:</p> <ul style="list-style-type: none"> <li>○ Rod Loading /rod reversal</li> <li>○ Mechanical looseness</li> <li>○ Detect loose piston on the rod</li> <li>○ Determine the mechanical condition of compressor valves</li> <li>○ Measure the HP, capacity and efficiency of each cylinder</li> <li>○ Mass balance calculations</li> <li>○ Flow rate calculations</li> <li>○ Poor efficiency</li> <li>○ Determine if the pockets are leaking</li> <li>○ Determine the effective operating clearance volume</li> <li>○ Improper clearances</li> <li>○ Identify flow restrictions or excessive pressure drops etc.</li> </ul>
9.	The solution shall have the ability to measure accuracy of prediction, measure of false positives & true negatives



10.	The solution shall have the ability to update/ fine tune model based on actual result and failure
11.	The solution to be deployed will be in a rental execution mode. The selected bidder will bring the required instruments, sensors, controllers, gateways etc. and deploy the same on compressors and gas engines
12.	The bidder will charge OIL for the work done on monthly rental basis. Details of which are available in the schedule of rates section.
<b>C.</b>	<b>1.1.3 Instrumentation Details and Integration</b>
1.	<p>Solution to be deployed will receive data from the reciprocating gas compressors and engines through two (2) types of interconnections.</p> <p>A) Electronic panel for gas compressors B) Direct sensors installation on the ports available on compressors and engines</p>
2.	<p>Solution needs to integrate with the gas compressor's electronic panel which is of make Altronic - Exacta 21. Pre-programmed and configurable to control reciprocating compressors and measure:</p> <ul style="list-style-type: none"> <li>- Safety shutdown and alarm annunciation</li> <li>- Monitoring and data-logging</li> <li>- Fast or auto-cool down stop</li> </ul>
3.	Solution will need to connect with the electronic panel by utilizing the Modbus RTU protocol (preferably) or RS232, RS485 serial ports. Modbus RTU can be connected to either communications port (RS232 or RS485). Selectable from 2400 to 19200 Baud, 8 Bit, No Parity (N81)
4.	Bidder to ensure solution has the capability to integrate with built-in RS232 and RS485/422 ports. To communicate with the system bidder may require a terminal program like Procomm Plus™ or Microsoft Terminal™ or HyperTerminal™ (indicative). Using the Modbus protocol bidder may use transmission mediums like direct, modem, FM transmitter, MSat satellite, or any other comparable method.
5.	Bidder will be responsible to liaison with existing OEM – Altronics for integration with electronic panels and overall execution of the project, whenever required. OIL will provide support to connect with the relevant OEM team.
6.	Solution should be capable to build graphs to do trending and performance calculations. The Exacta 21 automatically records all the temperatures, pressures and other analog inputs at regular intervals. The computer keeps a minimum of 1400 of these records in memory at any given time. If recorded at one-hour intervals, 52 days'worth of data is stored in the system.
7.	Solution should be able to capture and prevent unplanned shutdowns by raising alarms at the right time. Exacta 21 uses the industry standard Class A, B, C, and D designations, with individual timers on all Class B's (programmable default setting). An unlimited number of shutdowns and alarms can be added on any channel, including the normal high and low shutdowns and alarms, plus: Differentials Calculated shutdowns Time delayed shutdowns Out of range. The same need to be captured by the system and transmitted onto the portal with accurate insights.

8.	<p>Solution should be able to capture the parameters by reading from electronic panel – list of all running parameters. Exacta 21 monitors:</p> <ul style="list-style-type: none"> <li>- Analog Inputs Read Only</li> <li>- Analog Outputs Read</li> <li>- Discrete Inputs Read</li> <li>- Discrete Outputs Read</li> <li>- PID Setpoints Read</li> <li>- PID Auto/Manual Read</li> <li>- Shutdown Setpoints Read</li> <li>- Alarm Setpoints Read</li> <li>- Shutdown Status Read Only</li> <li>- Alarm Status Read Only</li> <li>- Engine RPM Read Only</li> <li>- First In Shutdown Read Only</li> <li>- Hour Meter Read Only</li> <li>- State Engine Read</li> <li>- Timers Read</li> <li>- Counters Read</li> </ul>
9.	<p>Bidder would be required the capture the following information from electronic panel Exacta 21 for each of the compressor. All of these parameters need to be captured in the cloud server and need to be reported for analysis, insights and trend analysis.</p> <ul style="list-style-type: none"> <li>- Engine RPM</li> <li>- Shutdown Status</li> <li>- Alarm Status</li> <li>- Hour Meter</li> <li>- Suction pressure (1<sup>st</sup> Stage)</li> <li>- Discharge pressure (1<sup>st</sup> Stage)</li> <li>- Suction pressure (2<sup>nd</sup> Stage)</li> <li>- Discharge pressure (2<sup>nd</sup> Stage)</li> <li>- Suction Temperature (1<sup>st</sup> Stage)</li> <li>- Discharge Temperature (1<sup>st</sup> Stage)</li> <li>- Suction Temperature (2<sup>nd</sup> Stage)</li> <li>- Discharge Temperature (2<sup>nd</sup> Stage)</li> <li>- Engine lube oil pressure</li> <li>- Compressor lube oil pressure</li> <li>- Engine lube oil temperature</li> <li>- Compressor lube oil temperature</li> <li>- Compressor cylinder lubrication (on/off status)</li> <li>- Engine (individual cylinder temperature)</li> <li>- Engine (right bank and left bank temperature)</li> <li>- Engine Manifold (pressure)</li> <li>- Engine Jacket water (temperature)</li> <li>- Signal to by-pass controller % opening</li> </ul>
10.	<p>Bidder to propose solution through which sensors will be deployed on the ports available on reciprocating gas compressors. Bidder will be responsible to install, deploy, configure, and maintain these instruments. All material equipment supplied by the bidder should be from the OIL approved vendor list.</p>
11.	<p>Minimum List of sensors/ instrument to be installed on gas compressors</p> <ul style="list-style-type: none"> <li>- 2 Pressure sensors ( 1no. each in Crank / Head End), on 1<sup>st</sup> stg cylinder</li> <li>- 2 Pressure sensors (1 no. each in Crank / Head End ) on 2<sup>nd</sup> stg. cylinder)</li> <li>- 2 Vibration sensors (accelerometers) (Cross Head), on each cylinder</li> </ul>

	<ul style="list-style-type: none"> <li>- Crank shaft reference vibration data (compressor) to calculate the exact position of the piston in one cycle per revolution – Key phasor may be required or pulse if possible</li> </ul> <p>The list is not exhaustive. Bidder may add other instruments/sensors to get optimum information.</p>
12.	<p>Bidder to propose solution through which sensors will be deployed on the ports available on gas engines. Bidder will be responsible to install, deploy, configure, and maintain these instruments. Any other arrangement required installing these sensors/ instruments including Kiene type valves on the indicator port will to be carried out by the bidder including supply of any material. The Pressure and Temperature rating on the sensors/ instruments shall be adequate for the operating parameters.</p>
13.	<p>Minimum List of sensors / instruments to be installed on gas engines</p> <ul style="list-style-type: none"> <li>- 6 Vibration sensors (accelerometers) (one on each, in between V-Cylinders)- For Waukesha Engines and 8 Nos. for CAT G3516 Gas Engines</li> <li>- Crank shaft reference vibration data (engine) to calculate the exact position of the piston in one cycle per revolution – Key phasor or magnetic pick-up may be required</li> </ul> <p>The list is not exhaustive. Bidder may add other instruments/sensors to get optimum information.</p>
14.	<p>Bidder will be responsible to do base lining of each of the 17 compressors and engines so that optimal running condition can be determined and basis which deviation in running parameters can be highlighted. OIL will carry out scheduled maintenance jobs on the Gas Compressor Package base lining activities are performed and ensure all the equipment are in running condition.</p>
15.	<p>Bidder to install controllers and IOT gateways with capability to connect with cloud servers via LTE Solution should be capable to have 2 LTE connections in case signal drops for one SIM the handover to other SIM should happen automatically. Alternatively, bidder to use a SIM which will automatically switch to a second LTE connection if the signal drops from the first LTE connection.</p>
16.	<p>Bidder installed controllers and gateways will require power which will be provided through the existing electronic panels. Bidder to provide the required wires, cables, connectors etc. required for the same.</p> <p>The power required for the system can be arranged from the Existing Altronic Exacta Control Panel. Bidder to specify the exact amount of power requirement for the continuous successful operation of the system including Amperage requirement of each sensor/ instrument. Vendor to provide all the required items to arrange for the power from the Altronic Exacta Control Panel including supply of adequate rating of power cable and other accessories.</p>
17.	<p>All electronic/electrical instruments and equipment supplied by the bidder in hazardous area should fulfil the following:</p> <ol style="list-style-type: none"> <li>Item shall be of a type and specification confirming to the relevant standards as specified in the Regulation 107(2) of Oil Mines Regulation-2017 and complying the provisions therein.</li> <li>Bidder should supply documents specifying the type, details of specification, reference of the particular standard, test criteria as per the standards and status of testing, place of testing, copies of test reports from Indian Government Laboratory or NABL accredited laboratory or</li> </ol>

	IECEX accredited laboratory or ATEX notified body which is not a part of manufacture's facilities. c. In this regard, Bidder may refer OMR-2017, Notification dated 18th October 2017, published by the Gazette of India, under Ministry of Labour and Employment.
	<b>1.1.4 Dashboard and User Interface</b>
1.	The solution shall have equipment health and performance related dashboard, hierarchical visualization, and drill down ability
2.	The dashboard shall have availability of actual and historical data of the compressor package in graphical representation form
3.	The dashboard shall have Tree-Map or similar analysis to easily prioritize the asset that needs immediate attention
4.	The dashboard shall enable easy troubleshooting through fault tree, root cause analysis type visualization. The solution shall provide the tentative root cause analysis of a problem which will enable OIL for easy troubleshooting and pinpointing the fault area.
5.	The dashboard shall allow trending of raw and processed data
6.	The solution shall have the ability to calculate and display Quantified Benefits in the Dashboard based on failures prevented or deferred
7.	The dashboard shall have an Equipment Heat Map
8.	The dashboard shall display the overall health of the compressor
9.	The dashboard shall have Fleet Wide benchmarking and comparison of assets within and between fields
10.	The dashboard should be customizable by individual user – to get reports from individual units any different Date formats i.e. From .. To .. (alarm data, Operating parameter data etc.
<b>D.</b>	<b>1.1.5 Alarms and Alerts</b>
1.	The solution shall have alarm and event management(daily, weekly, 24/7)based on predicted value or expected value to indicate machine problems, process problems or instrumentation problems
2.	The solution shall have early warning for a future event and have the related advisory to troubleshoot the alarm/ recommended actions to contain the issue.
3.	The analysis of the issue to be provided to OIL after the alarm is raised so that required troubleshooting can be done accordingly.
4.	The solution shall mention typical number of days the potential failures could be intimated on case by case basis
5.	The solution shall recommend actions that should be linked to equipment KPIs or potential failure modes
6.	The solution should have the capability to send the alerts/alarms on email/SMS and dashboard

7.	The solution shall assign a priority level based on problem severity and assign probability of failure on a case by case
8.	The solution shall have the ability to alter and create custom alarms
<b>E.</b>	<b>1.1.6 Reporting</b>
1.	The solution shall be able to generate both pre-defined and ad-hoc results of equipment performance and condition on the dashboard, with ability to export as a pdf report as and when required. Automated generation of daily, weekly, monthly reports may be required as part of the solution.
2.	The solution shall incorporate report and remote analysis carried out by a trained experienced analyst. Analyst will assist in setting up practical baseline and alarm levels to make the reporting practical and efficient.
3.	The solution shall incorporate within the dashboard both types of reports: (i) Auto generated report, and (ii) value added reports by a remote analyst, with option to export to PDF.
4.	The solution shall allow access to real time condition data on hourly, daily, weekly, monthly basis, with option to export as pdf report.
5.	The solution shall have dashboard results available in MoM, YoY and cumulative value. Reports will be jointly created
<b>F.</b>	<b>1.1.7 Training</b>
1.	Provide Training to OIL personnel on following:
2.	Instrumentation and monitoring systems operation and maintenance: Training for instrumentation engineers that provides basic knowledge of the system and components, operation and troubleshooting procedures
3.	Enterprise dashboard: Hands-on training on system usage, data management and interpretation to enable personnel to analyze malfunctions and use of supporting data for root cause analysis
4.	Reciprocating compressor monitoring and diagnostics: Reciprocating compressor components, mechanics, performance theory, and diagnostic techniques.
5.	Bidder to provide training to OIL team on how to calibrate the instruments installed on the field as and when required.
6.	Provide option of online, self-paced training and certification on compressor and engine analysis

**2.2 Technical Requirement**

SN	Details
<b>B.</b>	<b>CLOUD INFRASTRUCTURE REQUIREMENTS</b>
1.	Bidder should propose a solution that is ready to be deployed on public cloud in India. As per the MEITY guidelines, proposed CSP (Cloud Service Provider) should be from the selected empaneled major cloud service providers by MEITY (Ministry of Electronics and Information Technology)
2.	Bidder to adhere to the guidelines detailed by Government of India (available at <a href="https://meity.gov.in/content/gi-cloud-meghraj">https://meity.gov.in/content/gi-cloud-meghraj</a> ) for selecting a cloud service provider and SI partner for OIL India
3.	Bidder will be responsible to provide and maintain cloud services, in partnership with selected cloud service provider (CSP) over the duration of the contract.
4.	Bidder shall be responsible for ensuring that all data functions and processing are performed within the boundaries of India.
5.	Bidder will be responsible to setup, configure, integrate data with OIL systems, regular performance checks and maintenance of cloud service provider (CSP) server hardware, software and services.
6.	Cloud services under SaaS model shall only be offered from Data Centers audited and qualified by STQC under the Cloud Services Empanelment process.
7.	Bidder shall be responsible to ensure that the services offered from SaaS provide a mechanism to authenticate and authorize users.
8.	Bidder provided SaaS solution shall be able to segregate users on basis of privileges granted to the users. Bidder along with CSPs shall provision and implement role-based authentication when required and separation of identities
9.	Bidder along with CSPs shall ensure that all the policies and procedures shall be established and maintained in support of data security to include confidentiality, integrity, and availability across various system interfaces and business functions to prevent any improper disclosure, alternation, or destruction.
10.	Bidder shall ensure that OIL is provided with capability to generate custom reports, dashboards and request manual custom reports around several parameters such as users, time, data KPIs, performance etc.
11.	Bidder shall be responsible to provide a mechanism to enable each OIL's administrator to create, manage and delete user accounts for that tenant in the user account directory. Bidder shall be responsible to create user creation on the portal or dashboard, OIL will provide with the name, email, designation, and level of user definition to enable create the user and login credentials
12.	Bidder to ensure that proposed SaaS solution are available with automatic scale up (adding more resources to handle demand) and scale out (adding more systems to handle demand) to meet OIL's performance requirements.
13.	Bidder to ensure that proposed SaaS solution is enabled with data loss prevention tools and capability to monitor data flow.
14.	Bidder to ensure that services offered under SaaS solution provide tools / capability for encryption of data-at-rest, data-in-processing and data-in-transit
15.	Bidder shall ensure that proposed SaaS solution support encryption algorithms like AES256 and higher
<b>C.</b>	<b>NETWORKING &amp; SECURITY</b>
16.	Solution shall support complete end-to-end data encryption across web application and mobile application. Solution should support encrypted communication using SSL. Any certification installations required with other related activities are to be installed by the bidder.
17.	Solution shall support encrypted storage pattern. The Encrypted Storage pattern should provide second line of defense against the theft of data on system servers.
18.	Solution should have 2 factor authentication capability to login users into the system portal so that OIL data is safe and secured on cloud systems.

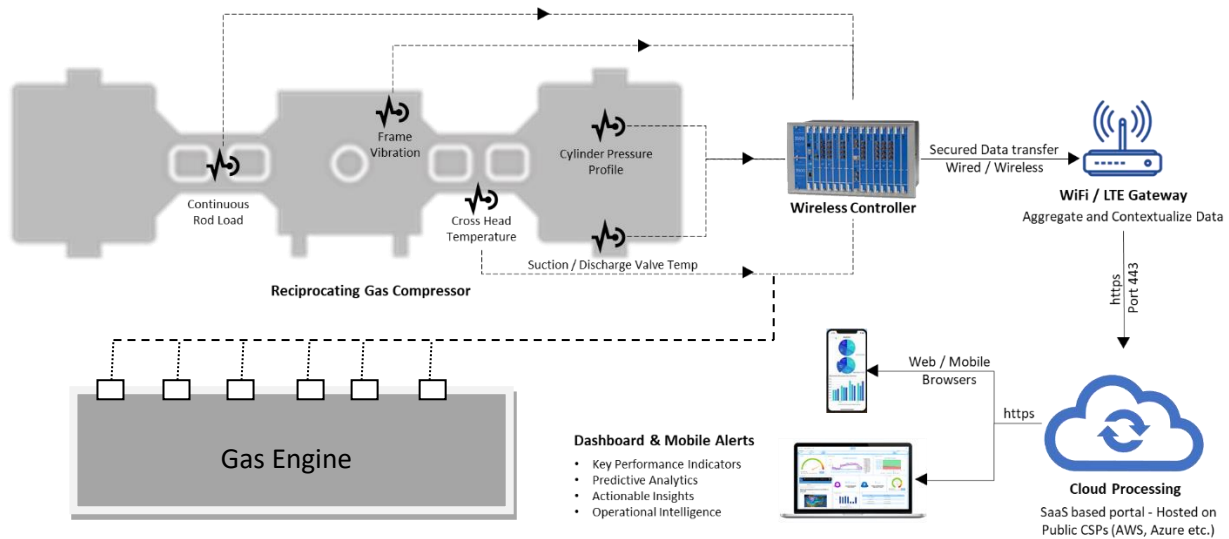
SN	Details
19.	Bidder to ensure user should be able to access all the functionalities of proposed solution through OIL network and through secured network protocols on their mobile devices or handhelds.
20.	Bidder to ensure when the user connects to the solution on cloud, the connection is established via a secured SSL (https) link.
21.	Bidder needs to implement Multi-Factor Authentication Services with comprehensive application security
22.	Bidder to comply with OIL's IT security policy to encompass all IT security related requirements. OIL is ISO:27001 certified and conforms to all norms for establishing, implementing, maintaining and continually improving on information security management.
23.	Bidder to manage application, data and server security for the solution as per ISO 27001 standards. The solution should be free from the vulnerabilities defined in Open Web Application Security Project (OWASP) top 10 vulnerabilities and other known vulnerabilities. Solution shall capture full audit trails.
24.	Bidder needs to ensure that the CSPs facilities/services are certified to be compliant to the following standards: <b>ISO 27001</b> - Data Center and the cloud services should be certified for the latest version of the standards <b>ISO 27017</b> - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology <b>ISO 20000-1</b> – NOC and SOC facility must be within India for the Cloud Environments and the managed services quality should be certified for ISO 20000:1
25.	Bidder will be responsible for provisioning, installation, configuration, management, monitoring of security services as per the requirements of OIL.
26.	Bidder will be responsible to maintain and manage access control with Network Security Group and identify any security configuration gaps.
27.	Bidder will be responsible to conduct security / risk assessment, implementation of Multi-Factor Authentication Services and perform comprehensive application security checks.
28.	Bidder needs to deploy security patches on hardware and software regularly and take regular backups of security configurations.
29.	Solution should allow only authorized licensed users to login into the portal. Data security, user authorization and user access control need to be considered while designing the solution components.
30.	Bidder will ensure that all network related configuration and setup required at both OIL and at CSP is complete in all respects. Network configuration required at OIL will be facilitated by OIL team and bidder will provide all necessary details related to firewall, routers, switches etc. All network related changes required at CSP end will be entirely bidder's responsibility.
31.	Bidder should ensure an uptime of 99% for the bidder solution (including field instruments and analytics solution). Bidder should ensure that OIL users and other users of the solution should always be able to login, access and function smoothly all necessary tasks within the product.
32.	Bidder to ensure the data during transit is secured and users can access the portal without any connectivity issues.
33.	Bidder to ensure design specifications of the solution is such that there is minimum latency in the update of data/ refresh of dashboards, files, integration touch points with other systems.
34.	Bidder will ensure that all the policies and procedures shall be established and maintained in support of data security to include confidentiality, integrity and availability across various system interfaces and business functions to prevent any improper disclosure, alternation, or destruction.
35.	Bidder will conduct Security / Risk Assessment audits at regular intervals (6 months) and submit the report to OIL
36.	Bidder will be responsible to implement, manage and monitor DDoS, IPS, IDS

SN	Details
	technology and solutions to ensure the security of Cloud Services procured.
37.	Bidder will be responsible to deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer. Deploy security patches on hardware and software and take regular backups of security configurations.
<b>D.</b>	<b>USABILITY AND OTHER TECHNICAL REQUIREMENTS</b>
38.	Bidder to ensure that the OIL users can access all collated data on the portal using their credentials. OIL users should also be able to access the application portal on his laptop through browser and on mobile through mobile browsers via secured protocol using SSL encryption
39.	Solution shall support Authenticated Session security pattern for giving better end-user experience in other locations.
40.	Solution should allow only authorized users to login into the application portal. An unauthorized user should not be allowed to login into the system. Data security, user authorization and user access control need to be considered while designing the solution components
41.	System shall have the functionality to let the user print pre-defined reports, ad hoc reports and export reports to office applications without losing any formatting.
42.	System shall have the ability to support web-based mobile access for dashboards and notifications.
43.	Bidder to provide user license assuming a user base of 50 users. User concurrency to be assumed at minimum 20 users.
44.	Bidder to ensure solution architecture is such designed that future requirement of adding more gas compressors or user base is possible. Bidder will be responsible to scale up the hardware and software as per requirement of the client as per the terms mentioned under special conditions of contract.
45.	Bidder to ensure that the web portal interface should be adaptable to mobile device browsers.
46.	Bidder to ensure user interface has responsive design principles to automatically change positioning of page elements based on screen size and orientation.
47.	Bidder to ensure email alerts and notifications required to be sent from the portal should originate from the email account of the domain name.
48.	Bidder to ensure web portal should be built on a component based, layered architecture.
49.	Bidder to ensure the solution has capability to store/buffer data locally at site so that in case communication signals (ethernet/ WiFi/ LTE) is down, data from compressors is still stored locally
50.	Bidder to ensure that system has capability to back fill data in case system went down for some time, so that latest reports/dashboards can be prepared from latest data
51.	Bidder to shall be responsible to add/delete/edit KPIs, parameters so that users can view desired graph plots, charts, reports etc. as required to perform complete analysis
52.	Bidder to ensure there is robust integration with IOT gateways at respective locations so that there is seamless data transfer between gateways and cloud hosted servers
53.	Bidder to ensure data refresh rate on the web portal from controllers and gateway is near real-time, so that insights, alerts, and notifications can be derived quickly. In case of network down, once the network is restored all the data should be backfilled.
54.	Bidder to ensure the controller and gateways to be installed are secure, robust and tamper proof. It should not allow any malfunction to the existing compressors.
55.	Bidder should ensure all hardware and software components of the solutions are secure and no data, signals can be extracted from the system
56.	Bidder to ensure solution portal provided is build using latest development languages and is easy to use and user intuitive
57.	The portal shall have the following features: <ul style="list-style-type: none"> <li>Fast loading pages, consistent layout, and descriptive link text.</li> <li>Upload / Download provision of data/image in excel, pdf, png, jpg etc.</li> </ul>



SN	Details
	<ul style="list-style-type: none"> <li>• Easy drag and drop or import/export of data to manage portal content.</li> </ul>
58.	Bidder to ensure requirements are fulfilled by providing required infrastructure on cloud, application connectivity, data security (including interfacing with tools, encryption of data being sent across network as required per the standards) and adhere to all statutory security guidelines of Govt. of India
59.	Bidder to also ensure system complies with all regulatory / security requirements that may arise due to OIL policy updates or changes in Govt. Of India regulations
60.	Solution shall log adequate metrics at application level (e.g.: Application Threading, Concurrent Users, Page Response Times, etc.) to support service levels and troubleshooting remediation recommendations
61.	System shall have ability to automatically capture and log all errors, app failures etc. occurring in the application/portal. The error/defect report is to be made available in the system as part of the deliverable and shall be submitted to OIL as and when requested by the Oil team.
62.	System shall have the facility for taking backup of all data whenever required. The frequency of data back-up will be decided by bidder in consultation with OIL team. The recovery of backup and restoration of the software in case of any failure or a required recovery procedure is responsibility of the bidder
63.	In case of system/application/ capability failure, the solution shall support failure management, event management including monitoring, detecting and automatically notifying service area/support contacts of the failures, etc. Solution shall allow for configuring system failure actions and responses

### 2.3 Solution Reference Architecture (indicative)



### 3.0 Hardware Requirement

#### 3.1 Sensors

S.No.	Specifications	Range (Units)
1.	Pressure Sensors	<ul style="list-style-type: none"> <li>4-20 mA</li> <li>Should be suitable for use in hazardous area zone 1 and zone 2, Gas Groups 2A and 2Bas specified by DGMS as per OMR-2017</li> <li>inclusive of supply of gas valves, inclusive of supply of indicator valves to use pressure sensor</li> <li>inclusive of supply of wiring</li> </ul>
2.	Accelerometers	<p><b>Compressor</b></p> <ul style="list-style-type: none"> <li>0.5 Hz – 5 kHz (+/-3db)</li> <li>10 mV/g , 500 g max</li> <li>Pellet Accel PCA mounted</li> </ul> <p><b>Engine</b></p> <ul style="list-style-type: none"> <li>ICP</li> <li>Hazardous area certified               <ul style="list-style-type: none"> <li>EX nL IIC T4 ATEX 6032X Tamb</li> <li>Exia IIC, AEXia IIC C1D1/C1D2</li> <li>100mV/g, 80g max, 0.4 to 14kHz (+/- 3db)</li> <li>50mV/g, 160g max, 0.4 to 10kHz (+/- 3db)</li> <li>10mV/g, 800g max, 0.4 to 10kHz (+/- 3db)</li> </ul> </li> </ul> <p>should be suitable for use in hazardous area zone 1 and zone 2, Gas Groups 2A and 2B as specified by DGMS as per OMR-2017</p> <p>Top/Side-exit, several installation options including use of glue-pads</p>
3.	Kiene Type Valve	Required to install just before the Pressure transmitter
4.	Pick-up / Key-phasor	High flexibility including:(as applicable) <ul style="list-style-type: none"> <li>Optical encoder</li> </ul>

		<ul style="list-style-type: none"> <li>- Passive magnetic pick-up</li> <li>- Active magnetic pick-ups</li> <li>- HE pick-ups</li> <li>- 1 pulse / rev or combination</li> </ul>
5.	Temperature Sensor	Operating range: -50°C to +200°C

### 3.2 I/O Module – Controller Specifications

S.No.	Specifications	Range (Units)
1.	Mounting	Wall Mount or Pipe Mount or Compressor Crosshead Mount
2.	Temperature Range	Operating: -20°C to +50°C
3.	Ingress Protection Rating	IP55/65
4.	Input Voltage	24VDC (+0%, -5%)
5.	Hazardous Area	ISA-12.12.01/CSA 213, Class I, Division 2
6.	Safety	UL 61010-1; CAN/CSA C22.2 No. 61010-1-12
7.	Emissions/ Immunity	FCC Part 15, Subpart B; ICES-003
8.	WiFi antenna	R-SMA connector
9.	Supported WiFi Band	2.4 GHz - Number of clients: 55
10.	Standards	802.11b, 802.11g, 802.11n
11.	Pressure-sensor inputs	4-8 inputs (4-20 mA)
12.	Accelerometer inputs	6-10 inputs (ICP)
13.	Magnetic Pick-up input	1 input (0-30V minimum P-P)

### 3.3 Gateway Specifications

S.No.	Specifications	Range (Units)
1.	Mounting	Wall Mount or Pipe Mount
2.	Temperature Range	Operating: -40°C to +75°C
3.	Ingress Protection Rating	IP55
4.	Input Voltage	10VDC-60VDC
5.	Hazardous Area	ISA-12.12.01/CSA 213, Class I, Division 2
	Safety	EN 60950-1:2006 + A11:2009 + A1:2010 + A12:2011 + A2:2013 + AC:2011, EN 62311:2008 UL 60950-1
6.	Emissions/ Immunity	FCC Part 15, Subpart B; ICES-003 FCC Part 15, Subpart C; 15.247
7.	Safety	UL 61010-1; CAN/CSA C22.2 No. 61010-1-12
8.	Certifying Body	SGS Q-Mark Certification
9.	Ethernet	Qty 2, Ethernet RJ45, 10/100 Mbps, 1.5kV RMS
10.	SIM NAM/EMEA	1/2 Mini SIMs (2FF)
11.	2x ANT	SMA connectors
12.	WiFi antenna	R-SMA connector
13.	RS232	DB9 Female
14.	LTE parameters	Bit rate 150 Mbps (DL) / 50 Mbps (UL) LTE FDD Cat.4, 3GPP release 9 compliant Supported frequencies: 800 / 900 / 1800 / 2100 / 2600 MHz
15.	Supported WiFi Band	2.4 GHz and 5.4 Ghz- Number of clients: 55
16.	Standards	802.11b, 802.11g, 802.11n
17.	Encryption	None, WEP, TKIP, AES
18.	Authentication	Open, Shared, WPA-PSK, WPA2-PSK, WPA2-Enterprise, 802.1 – RADIUS

#### 4.0 Software Requirement

Bidder to provide a reciprocating compressor diagnostic software application solution in the form of a portal, where OIL users can login through web browser and see all details as covered in functional and technical requirements. It would allow the users to monitor and trend all data inputs or those calculated within the system. Key points:

1. It should allow for trending, reporting and analysis of the data fed into the bidder system
2. Display Graphs & dynamic plots, with (i)Pressure, (ii)Vibration & (iii)Crank angle, all displayed in one single graph
3. Create both (i) Auto generated reports, and (ii) reports enabled by a remote analyst, with option to export in different formats
4. It should have the ability to integrate data collected from a portable compressor analyser with the data from permanently installed sensors/system.
5. Have a library of compressor data built into it, with data including models, geometry and other details that are useful for analysis.
6. It should serve as a single data repository for all reciprocating and rotating information, allowing data to be easily shared between analysts for collaboration and consultation with industry experts.

#### 5.0 Asset Scope

##### 5.1.1 Asset Details

##### Asset Cluster 1 Equipment Details

Sl. No.	Location/ Asset	Unit No	Compressor Make	Duty	Indicator Ports	Engine Make	Electronic Controller
1	GCS 2	GL-6	Dresser-Rand	Lifter	Yes	Waukesha	Yes
2	GCS 8	LPB-4	Dresser-Rand	Booster	Yes	Waukesha	Yes
3	GCS 8	LPB-5	Dresser-Rand	Booster	Yes	Waukesha	Yes
4	GCS 8	GL-5	Dresser-Rand	Lifter	Yes	Waukesha	Yes
5	GCS-1	GL-7	Dresser-Rand	Lifter	Yes	Waukesha	Yes
6	Shalmari	LPB-5	Dresser-Rand	Booster	Yes	Waukesha	Yes
7	Shalmari	GL-6	Dresser-Rand	Lifter	Yes	Waukesha	Yes
8	Hapjan	LPB-6	Dresser-Rand	Booster	Yes	Waukesha	Yes
9	Hapjan	LPB-7	Dresser-Rand	Booster	Yes	Waukesha	Yes
10	Hapjan	GL-3	Dresser-Rand	Lifter	Yes	Waukesha	Yes

##### Asset Cluster2 Equipment Details

Sl. No.	Location/ Asset	Unit No	Compressor Make	Duty	Indicator Ports	Engine Make	Electronic Controller
11	GCS 2	LPB-6	BPCL	Booster	No*	Waukesha	Yes
12	GCS 2	LPB-7	BPCL	Booster	No*	Waukesha	Yes
13	GCS 8	GL-4	BPCL	Lifter	No*#	CAT	Yes
14	Kathaloni	LPB-5	BPCL	Booster	No*	Waukesha	Yes
15	Kathaloni	GL-5	BPCL	Lifter	No*#	CAT	Yes
16	Hapjan	LPB-4	BPCL	Booster	No*	Waukesha	Yes
17	Hapjan	LPB-5	BPCL	Booster	No*	Waukesha	Yes

**NOTE:**

(i) These compressors are of BPCL make and do not have the provision of Indicator Ports. Hence, CBM implementation will be on Vibration basis only with input from the Operating parameters of the unit. Bidder should not consider the requirement of Kiene type Valves and Pressure transmitters from the BOM of these units. i.e. BPCL make units sl. No. 11 to 17.

(ii) These compressors come with CAT G3516 NA Gas engines with ADEM3 panels in addition to Altronic control panels. Bidder would be required to collect data from both these panels. (J type connectors are available)

**5.1.2 Hardware Requirement (Indicative)**

Type	Estimated Qty / Unit	# of Units	Estimated Qty
<b>Pressure Sensors</b> (compressor)	4	10	40
<b>Vibration Sensors</b> (compressor)	4	17	68
<b>Key Phase/pulse sensor</b> (compressor)	1	17	17
<b>Vibration Sensors</b> (engine)	6 (Waukesha)/ 8 CAT	17	106
<b>Key Phasor sensor</b> (engine)	1	17	17
<b>Enterprise Gateway and Controller</b> Class 1 Div 2 rated with necessary cables and adapters	1	6	6

The above requirement is indicative. Bidder to submit the required configuration of the sensors/ instrumentation, Controllers, gateways and any other items to carry out the above job successfully.

Bidder to submit detailed diagram, mounting provisions, power cable layout etc. alongwith the bid.

Bidder to ensure that all cables (trunk/ extension) shall be heavy duty with copper conductor, PVC insulated, and armoured.

**6.0 Contract Execution**

The selected bidder shall deploy resources for operations and maintenance to carry out regular ongoing work related to upgrades, updates, bug fixing and enhancements etc. The O&M shall be carried out by the selected bidder after Go-LIVE.

MAINTAINABILITY REQUIREMENTS	
1.	Bidder must provide software and hardware upgrades, updates, enhancements during this period at no extra cost to OIL within two (2) weeks from the date of release.
2.	Bidder must agree to provide complete maintenance and support of entire solution from the date of Go-Live.
3.	Bidder to share the list of already identified bugs at the time of Go-LIVE phase. Tickets raised against these bugs must be resolved by the bidder in a timely manner as per

	defined SLAs
4.	Bidder to support in ticket resolution and technical assistance/discussion wherever required for issues reported by end users/departments for end issues of handheld application/ web portal.
5.	Bidder will ensure as and when required bidder would perform data validation/ correction to enable easy and convenient user experience of frontend of mobile app. The selected bidder will be responsible for data integrity, will also identify the type & nature of data error and reports will be handed over to concerned OIL team or any other nominated agency from OIL for correction and resubmission
6.	Bidder to ensure adherence to SLA, provide SLA monitoring tool, adherence dashboard to OIL for evaluation of different service level parameters.
7.	Bidder will update training, user manuals etc. on a regular basis and provide training to designated members of OIL production/ IT team, if required.
8.	The bidder should maintain contact with OIL's personnel for any assistance/guidance on technical issues pertaining to the solution, through telephone, e-mail and letter <del>fax</del> . In case of any issue which cannot be sorted out through e-mail etc., vendor shall arrange for on-site advice of expert at no extra cost to OIL.
9.	Bidder shall conduct standard maintenance activities like service packs, updates and upgrades without impact on business. Any update requiring system downtime, bidder will share the downtime window with OIL for approval. Once approved the downtime to be carried out in that time frame. In case of failure the system is to revert to the same state without any defects.
10.	Bidder shall provide software updates or other mitigating controls when vulnerabilities are discovered as part of regular health check.
11.	Bidder should build an ability to historize, report and track the changes made in the solution with the details of time, type of change, change details and user related to the change.
12.	Necessary VAPT to be conducted at regular intervals (12 months) mandatorily and whenever specially requested by OIL through CERT-In empanelled auditors. The observations must be noted, and vulnerabilities mitigated within reasonable time as decided in consultation with the OIL IT team.
13.	OIL might conduct security audit every 6 months and submit a security audit report which shall include the app/ web application level vulnerabilities and provide recommendations for remediation of identified vulnerabilities. Bidder shall be responsible for fixing issues raised by third party security Auditor nominated by OIL so that security audit clearance certificate can be issued as per CERT-In requirements.
14.	Solution shall have capabilities to create session logs (including reasons for overriding tool recommendations), access logs, process logs & design platform logs of all user and system activities. System shall be able to report any faults if found in these logs.
15.	Bidder is responsible for both planned and unplanned shutdowns. In case of a planned shutdown, bidder needs to get approval from OIL team and convey well in advance of the system downtime. The downtime window will be conveyed by bidder and scheduled maintenance will be carried out during that time period only. Bidder will up the system with business as usual conditions within the downtime window.
16.	System shall have the facility for taking backup of all data whenever required. The frequency of data back-up will be decided by bidder in consultation with OIL team. The recovery of backup and restoration of the software in case of any failure or a required

	recovery procedure is responsibility of the bidder.
17.	Bidder to ensure any hardware and software issue, failure, breakdown, upgrade, replacement or in any way the hardware/software is not in working condition needs to be resolved by the bidder. The OIL team will log a ticket into the portal report the failure to the bidder via email provided by the bidder and the same shall be tracked as per the SLA section.
18.	Bidder needs to ensure solution back up of OIL data with the help of  <b>Files &amp; Images:</b> Frequency for full backups and incremental backups  <b>Databases and log files:</b> Frequency for full backups and incremental backups
19.	Bidder will be responsible to configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per finalized policy discussions with OIL. Also, bidder will be responsible for administration, tuning, optimization, planning, maintenance, and operations management for backup and restore.
	<b>Exit Management / Transition Out Phase</b>
20.	The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with OIL. The entire data needs to be handed over to OIL and must be downloaded or exported to OIL at the end of the contract or if the contract is ended during the contract phase or OIL decides to transition out from the existing vendor. Bidder will need to provide up to 60 days for OIL to download or export the data after the end of the contract or termination of services.
21.	Bidder needs to provide a comprehensive exit management plan and ensure that all the documentation required for smooth transition including configuration documents are kept up to date and is handed over to the OIL during regular intervals as well as during the exit management process and all the hardware, cables, gateways etc are uninstalled from the Compressor Packages with safety.

## 7.0 Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the System Integrator to OIL India Limited for the duration of this Agreement. Service Level Agreement (SLA) shall become the part of Agreement between OIL India and the Successful Bidder. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder to comply with Service Levels requirements to ensure adherence to project timelines, quality and availability of services.

Penalties shall not be levied in the following cases:

- There is a **Force Majeure** event effecting the SLA which is beyond the control of the Successful Bidder.
- The non-compliance to the SLA is due to **reasons beyond the control of the Bidder**.

**Note:** Bidder is also required to note that in case of SLAs not being made applicable for cases considered as "beyond the control of bidders", the bidder would still need to replace the component

(if it is not functional as per SLA) within the SLA defined for resolution of Critical Level/ High Level/ Medium Level/ Low Level issues. In case the bidder doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

### 7.1 Definitions

For the purposes of this service level agreement, the definitions and terms specified in the contract along with the following terms shall have the meanings set forth below:

SN	Term	Definition
1	Uptime	Shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non-IT and IT) can be calculated as:  Uptime = {1- [(Downtime) / (Total Time – Scheduled Maintenance Time)]} * 100
2	Downtime	Shall mean the time period for which the specified services/ components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.
3	Latency	Refers to the average time required for round-trip packet transfers between selected junctions/locations on the selected portions of the network backbone during a calendar month.
4	Packet Loss	Refers to the average percentage of IP packets transmitted between selected junctions/locations during a calendar month that are not successfully delivered
5	Incident	Refers to any event/abnormalities in the functioning of the Services specified as part of the Scope of Work of the System Integrator that may lead to disruption in normal operations of the surveillance system and other field equipment.
6	Response Time	Shall mean the time elapsed from the moment an incident is reported in the Helpdesk, over phone or by any applicable mode of communication, to the time when a resource is assigned for the resolution of the same
7	Resolution Time	Shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective bidders, getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.
8	Incidence Resolution	Resolution of incidence as per below priority levels: <ul style="list-style-type: none"> <li>• <b>P1 (Critical):</b> Impacting Application/Database servers, application, an error renders portal solution completely unusable or nearly unusable or introduces high degree of operational risk. No workaround is available. Large number of users and/or core functionality is severely impacted.</li> <li>• <b>P2 (High):</b> Error renders essential functionality of the application to be consistently unavailable or obstructed and causes a moderate level of hindrance or risk. Workarounds may be available, but the use of application is acutely degraded and cause continuing operational risk. A moderate number of users are significantly impacted, but overall, the application continues to function</li> </ul>



SN	Term	Definition																		
		<ul style="list-style-type: none"> <li>• <b>P3 (Medium):</b> Error is an inconvenience or causes inconsistent behavior, which does not impede the normal functioning of the application. It could be an error that occurs inconsistently and affects non-essential functions, or it is an inconvenience that impacts a small number of users</li> <li>• <b>P4 (Low):</b> Error has a small degree of significance or is a minor cosmetic issue or is a “one off” case. A “one off” case occurs when the error occurs infrequently and cannot be reproduced easily. These are errors that do not impact the daily use of the program. A Low error is something that does not affect normal use, can be accepted for a period, but the user would eventually want changed</li> <li>• <b>P5 (Very Low):</b> Error/failure which has very low business impact but is required to be addressed so that it is resolved in near future.</li> </ul> <table> <tr> <th>Severity</th><th>Response Time</th><th>Target Resolution</th></tr> <tr> <td>Critical (P1)</td><td>1 hour</td><td>4 Business Hours</td></tr> <tr> <td>High (P2)</td><td>4 hours</td><td>24 Hours</td></tr> <tr> <td>Medium (P3)</td><td>8 hours</td><td>2 Business day</td></tr> <tr> <td>Low (P4)</td><td>24 hours</td><td>3 Business days</td></tr> <tr> <td>Very Low (P5)</td><td>2 Business days</td><td>15 Business Days</td></tr> </table>	Severity	Response Time	Target Resolution	Critical (P1)	1 hour	4 Business Hours	High (P2)	4 hours	24 Hours	Medium (P3)	8 hours	2 Business day	Low (P4)	24 hours	3 Business days	Very Low (P5)	2 Business days	15 Business Days
Severity	Response Time	Target Resolution																		
Critical (P1)	1 hour	4 Business Hours																		
High (P2)	4 hours	24 Hours																		
Medium (P3)	8 hours	2 Business day																		
Low (P4)	24 hours	3 Business days																		
Very Low (P5)	2 Business days	15 Business Days																		

## 7.2 Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for breach conditions. The SI will get 100% of the Contracted value if there are no breaches reported for any of the SLA's. The penalty would be compounded every quarter. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.

SLA monitoring would be responsibility of the SI. The SI must provide monthly reports of all the SLAs and any ad-hoc report as may be required by OIL. OIL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/revision of the SLA parameters. The SLAs defined, shall be reviewed by OIL on quarterly basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by OIL after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

**7.3 During Implementation SLA**

These SLAs shall be used to evaluate the timelines for completion of deliverables till Go-Live.

S. No	Definition	Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful UAT of the same
1	<b>Service Level Requirement</b>	All the deliverables defined in the contract must be submitted on-time on the date as mentioned in the contract with no delay.
2	<b>Measurement of Service Level Parameter</b>	To be measured in number of weeks of delay from the timelines mentioned in the section "Project Timelines" and "Payment Milestones"
3	<b>Penalty for No achievement of SLA Requirement</b>	Any delay in the delivery of the project deliverables (solely attributable to bidder) would attract a liquidated damage per week of 0.5% of the value per week of the services cost as mentioned in commercial bid for first 8 weeks and 1% per week for every subsequent week.  If the liquidated damage reaches 10% of the total contract value, OIL may invoke termination clause.

**7.4 Post-Implementation Phase**

- These SLAs shall be used to evaluate the performance of the services on monthly basis, but penalties would be levied for cumulative performance for the quarterly basis.
- Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from OIL or through the Performance Bank Guarantee.
- The upper limit of penalty would be capped at 10% of the contract value for each quarter. In case the calculated penalty crosses 10% penalty of the contract value in 2 subsequent quarters, the penalty cap for the third quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 20% of the contract value.
- Where SLA measurement is done on a monthly basis, sum of Liquidated Damages associated with each month shall apply for the quarter.
- Performance Liquidated Damages shall be levied for not meeting each SLA.
- Breach of SLAs target shall result in various severity level based on the business impact the component causes to services.
- The severity levels of SLAs and the associated financial Liquidated Damages are defined as per the following table:

Severity	Response Time	Target Resolution	Liquidated Damages as a % of quarterly payment applicable
Critical (P1)	1 hour	4 Business Hours	No Penalty (95-100%) 2% (<95%)
High (P2)	4 hours	24 Hours	No Penalty (90-100%) 1% (<90%)
Medium (P3)	8 hours	2 Business day	No Penalty (90-100%) 0.5% (<90%)
Low (P4)	24 hours	3 Business days	No Penalty (90-100%) 0.1% (<90%)

Very Low (P5)	2 Business days	15 Business days	0.1%
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**8.0 Project Timelines:**

- (i) Mobilization Time: A Total of 140 days (max) will be given as mobilization time after issue of work order for the Milestones
- (ii) Contract Duration: Contract Duration shall be 3 years from the date of Go-Live and Extendable for another one year excluding Mobilization Time.

**Timelines of the Contract:** Timelines of the project is mentioned under section of project timelines.

SN	Major Milestones	Activities	Target Completion Timelines
1.	Project Kick-Off	Interactive meeting to establish communication and administrative protocols for the project and to review the implementation plan.	(T <sub>0</sub> ) 1 week from issue of work order. *
2.	Requirement gathering and solution blueprint	On-site meetings & discussions with stakeholders, complete review and mapping of existing processes, preparation and sign-off of solution blueprint.  <ul style="list-style-type: none"> <li>- The Project Schedule &amp; Execution Plan</li> <li>- Segregation of roles and responsibilities</li> <li>- Training Plan and Approach</li> </ul>	Up to 4 <sup>th</sup> week from (T <sub>0</sub> )
3.	Build Prototype/ wireframes	<ul style="list-style-type: none"> <li>- Create wireframes, user stories, prototype, Development of the document workflows &amp; operating steps etc. Order Placement &amp; Procurement for instruments and accessories</li> <li>-</li> </ul>	Up to 4 <sup>th</sup> week from (T <sub>0</sub> )
4.	Instrumentation Deliverables and Installation	<ul style="list-style-type: none"> <li>- Field survey Report</li> <li>- Design, Detailed Engineering &amp; Final instrument selection</li> <li>- Supply at Site</li> <li>- Installation/ Testing</li> <li>- Design database, s/w deployment on a cloud service provider (CSP), business logic</li> </ul>	Up to 12 <sup>th</sup> week from (T <sub>0</sub> )

SN	Major Milestones	Activities	Target Completion Timelines
		and workflow build, interface design, checklist configuration etc.	
6.	Testing	Validation, UAT and Sign-off	Up to 16 <sup>th</sup> week from (T <sub>0</sub> )
7.	Training and Go-Live	User training, Knowledge Transfer and Go Live	Up to 20 <sup>th</sup> week from (T <sub>0</sub> )

*\*Start of project will be counted from the day of Go-LIVE .*

#### 9.0 Payment Milestones

Sl. No	Major Heads	Payment Schedule
	<b>Initial Installation and Commissioning Charges</b>	
4	User training, Knowledge transfer and Successful Go-Live of the end-to-end solution,	100% of the installation & commissioning charges as quoted in line item 1.1 of the Price Bid
	<b>Subscription charges condition-based performance monitoring and predictive maintenance analytics package</b>	
1	Subscription charges	100% of the fixed Monthly charges quoted in line item 2.2,2.3 & 2.4 of the Price Bid to be paid at end of every quarter starting from date of Go-Live.