



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

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

FORWARDING LETTER

Sub: IFB No. CDH8394P22 for 'Hiring of Services for Project Drive Initiative of "Bowser Movement Optimization" under OGPS Department for a period of 04 (four) years with a provision to extend the contract by another 01 (one) year'.

Dear Sirs,

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 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 Project Drive Initiative of "Bowser Movement Optimization" under OGPS Department for a period of 04 (four) years with a provision to extend the contract by another 01 (one) year'**. 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:

a)	IFB No. /E-Tender No.	:	CDH8394P22
b)	Type of Bidding	:	Open Indigenous E-Tender: Single Stage-Two Bid System
c)	Tender Fee	:	Not Applicable
d)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal
e)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal
f)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

g)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal
h)	Bid Opening Place	:	Office of General Manager-Contracts Contracts Department, Oil India Limited, Duliajan -786602, Assam, India.
i)	Bid Validity	:	Minimum 120 (one hundred twenty) days from Bid Closingdate
j)	Mobilization Time	:	15 (Fifteen) days from the date of Letter of Award
k)	Bid Security/EMD: Amount	:	Not Applicable
l)	Bid Security/EMD: Validity	:	Not Applicable
m)	Amount of Performance Security	:	3% of Annualized contract value. Refer Clause No. 24.0 of Instruction to Bidder (ITB)
n)	Validity of Performance: Security	:	90(Ninety) days beyond the contract period.
o)	Location of job	:	OGPS Department
p)	Duration of the Contract	:	04 (four) years with a provision to extend the contract by another 01(one) year.
q)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer Clause No. 30.0 of Instruction to Bidder (ITB)
r)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid.
s)	Bids to be addressed to	:	General Manager-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
t)	GeM Availability Report	:	Obtained vide Report ID GEM/GARPTS/28092021/ZLB14LLDDLXG
u)	Pre-bid Conference	:	Not Applicable
v)	Last date of receipt of: queries	:	Not Applicable

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 Organization's 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 as “Personal” are not acceptable.** However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable. ***“Only 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”.***

- 3.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.
- 3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder changes his Digital Signature Certificate then old certificate [Used for encryption] is required inorder 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. will not be 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.

- 3.4 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.
- 3.4.1 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>.

- 3.4.2 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.
- 3.5 Parties, who do not have a User ID, can click on Guest login button in the e-Tender 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, Ph.: 0374- 2807171/7192.
- 3.6 The link for OIL's E-Procurement Portal is available on OIL's web site (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 2.00PM(IST) 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.
- 9.0** 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.
- 10.0** 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.
- 11.0** 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.

- 12.0** 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.
- 13.0** 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.
- 14.0** 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.
- 15.0** 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.

16.0 IMPORTANT NOTES:

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

- i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.
- iii) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnished 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. Undertaking of authenticity of information/documents submitted as per **Proforma-IX** should be submitted along with the technical bids.

iv) **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.

17.0 If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

18.0 The tender is invited under **SINGLE STAGE-TWO BID SYSTEM**. The bidders shall submit both the "**TECHNICAL**" and "**PRICED**" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e- Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in "**Technical Attachments**" Tab only. **Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria.**

19.0 SCREEN SHOT:

Rfx Response Number 60037504 Rfx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

Rfx Response Version Number Active Version Rfx Version Number 1

Basic Data Questions Technical Attachments Conditions Summary Tracking

▼ Notes

Clear

Category

Conditions of Participation

Bid Invitation/Auction Text

Bidder's Remarks

Purchaser's Remarks

Description

-Empty-

-Empty-

-Empty-

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

cFolder Name	Category	Description	File Name	Version	Processor	Check
The table does not contain any data						

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

Notes:

* 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, 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.

20.0 INTEGRITY PACT: The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Integrity Pact, **(Annexure-I)** of the tender document. This Integrity Pact(Annexure-I) has been duly signed digitally by OIL's competent signatory. The (Annexure-I) 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.

21.0 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 to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is “No price”**, the Price Bid is invited against the tender through attachment form under “Notes & Attachment”. In such tenders, Bidders must upload their pricing as per the **“Price Bid Format – Annexure-II”** under **“Notes & Attachment”** and additionally fill up the **on-line field “Total Bid Value”** under **“RFx Information”** Tab Page with the Total Cost (Including the GST component) as per the amount of the Price Bid in attachment form.

Create RFX Response

Submit | Read Only | Print Preview | Check Technical RFX Response | Close

RFX Response Number 60038748 RFX Number 1396 Status In Process
 RFX Owner BHARALI Total Value 0.00 INR

RFX Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: [icon]

Total Bid Value: [yellow field]

Callouts:

- Bidder to select the currency of the Response
- "Total Bid Value" is mandatory in "No Price"
- "Total Bid Value" considering all the

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 on 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".

22.0 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:

- 22.1 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)].
- 22.2 "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.
- 22.3 "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

22.4 The beneficial owner for the purpose of para 22.3 above will be as under:

22.4.1 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;

22.4.2 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;

22.4.3 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;

22.4.4 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;

22.4.5 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.

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

- 22.5 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.
- 22.6 **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.
- 22.7 The bidders to provide an undertaking as per **Exhibit-II** along with their bid complying with Clause No. 22.1 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.
- 23.0** 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.
- 24.0** 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.
- 25.0** 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.
- 26.0** OIL now looks forward to your active participation in the IFB.

Thanking you,

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(M.Agarwala)

Manager – Contracts (TS)

For General Manager - Contracts

FOR RESIDENT CHIEF EXECUTIVE

PART-1
INSTRUCTIONS TO BIDDERS (ITB)

1.0 ELIGIBILITY OF THE BIDDER:

- 1.1 The eligibility of the bidder is listed under BID EVALUATION CRITERIA (BEC) of the Bid 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: Part-1
 - c) Bid Evaluation Criteria: Part-2
 - d) General Conditions of Contract: Part-3 (Section-I)
 - e) SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ): Part-3 (Section-II)
 - f) Special Conditions of Contract: Part-3 (Section-III)
 - g) Safety Measures : Part-3 (Section-IV)
 - h) Integrity Pact: Annexure-I
 - i) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal): Annexure-II
 - 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 Security Declaration: Proforma-V
 - o) E-remittance form : Proforma-VI
 - p) Performance Security Form : Proforma-VII
 - q) Sample Agreement Form : Proforma-VIII
 - r) Format for Undertaking of authenticity of information/documents submitted : Proforma-IX
 - s) Certificate of compliance to Financial criteria : Proforma -X
 - t) Technical Evaluation Sheet for BEC-BRC & others
 - u) Commercial Checklist : Proforma-XI
 - v) Certificate for Annual Turnover & Net Worth : Proforma-XII
 - w) Proforma For Undertaking From Third Party Inspection Agency: Proforma-XIII
 - x) Undertaking by vendor on submission of Bank Guarantee: Proforma-XIV
 - y) Format of agreement between bidder & their parent/100% subsidiary company : Proforma-XV
 - z) Format for parent company/subsidiary company guarantee : Proforma-XVI
 - aa) Parent/Ultimate parent/Holding company’s corporate guarantee towards financialstanding : Proforma-XVII

- bb) Form of PBG for ultimate parent/supporting company : Proforma-XVIII
- cc) Undertaking to provide the respective services including key personnel throughout the duration of the contract period: Proforma-XIX
- dd) Certificate of Compliance of meeting Bid Reject Criteria : Proforma-XX
- ee) Certificate of Compliance of meeting Bid Reject Criteria (Section 10) : Proforma-XXI
- ee) Proforma for No Deviation Certificate: Proforma-XXII
- ff) Proforma-XXIII
- gg) Undertaking for Local Content: (Proforma-XXIV)
- 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 - III)

2.0 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.

2.1 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 by the bidder in whose name the Bid Document has been issued/registered.

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:

- 5.1.1 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:

- 5.2.1 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:

- 5.3.1 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 9.0.
- c) Bid Security Declaration as per Proforma-V.
- d) Copy of Bid-Form without indicating prices in Proforma-I.
- e) Statement of Non-compliance as per Proforma-II.
- f) Integrity Pact digitally signed by OIL’s competent personnel as Annexure-I attached with the bid document to be digitally signed by the bidder’s Authorised representative.
- g) All Other relevant Undertakings and Proformas as applicable as part of Bid.

Note: Please note that, 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:

6.1 The bidder shall complete the Bid Form and upload the same along with their bid.

3.7 BID PRICE:

3.8 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.

3.9 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.

3.10 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 proforma. 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 CURRENCIES OF BID AND PAYMENT:

Bidders shall submit their bid only in Indian Rupees and they will be paid in Indian Rupees only.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

9.1 These are listed in BID EVALUATION CRITERIA (BEC) of the Bid document.

10.0 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.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 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 Bid Closing Date.

- 11.2** 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.

12.0 SIGNING & SUBMISSION OF BIDS:

- 12.1** Signing of bids:

- 12.1.1** 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 in original 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.

- 12.1.2** 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.
- 12.1.3** 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.
- 12.1.4** Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding

process shall be rejected.

12.2 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 Proforma (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 Annexure-II should be uploaded as Attachment just in the attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the "IFB 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) Power of Attorney for signing of the bid digitally.
- c) Any other document required to be submitted in original as per bid document requirement.

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

- 12.2.1** 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.
- 12.2.2** Timely delivery of the documents in physical form as stated in Para 12.2 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.
- 12.2.3** Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

13.0 DEADLINE FOR SUBMISSION OF BIDS:

- 13.1** 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.
- 13.2** 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.
- 13.3** The documents in physical form as stated in Para 12.2 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.

14.0 LATE BIDS:

- 14.1** 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.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 15.1** The Bidder after submission of Bid may modify or withdraw its Bid prior to BidClosing 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.
- 15.2** No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 15.3** 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.

16.0 EXTENSION OF BID SUBMISSION DATE:

- 16.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date

and/or Time due to any reasons.

17.0 BID OPENING AND EVALUATION:

- 17.1** Company will open the Technical Bids, including submission made pursuant to clause 12.2, 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.
- 17.2** 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.
- 17.3** 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.
- 17.4** Bids which have been withdrawn pursuant to clause 15.0 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.
- 17.5** 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 and such other details as the Company may consider appropriate.
- 17.6** 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.
- 17.7** 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.

17.8 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.

17.9 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.

18.0 OPENING OF PRICED BIDS:

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

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

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

19.0 EVALUATION AND COMPARISON OF BIDS:

The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Bid Documents.

19.1 DISCOUNTS / REBATES:

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

19.1.2 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.

20.0 CONTACTING THE COMPANY:

20.1 Except as otherwise provided in Clause 17.0 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 17.6.

20.2 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.

21.0 AWARD OF CONTRACT:

21.1 Award criteria:

21.1.1 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.

22.0 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.

23.0 NOTIFICATION OF AWARD:

23.1 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.

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

24.0 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).**

24.1 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-XIV) 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:

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

24.2 Performance Security shall not accrue any interest during its period of validity or extended validity.

24.3 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:

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

24.4 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.

24.5 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.

25.0 SIGNING OF CONTRACT:

25.1 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.

25.2 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.

25.3 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 party shall also be debarred for a period of 2(two) years from the date of default.

(Signing of the Contract may be done at the place of award in presence of both parties)

26.0 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.

27.0 MOBILISATION AND ADVANCE PAYMENT:

27.1 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.

27.2 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.

27.3 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.

28.0 INTEGRITY PACT:

28.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Annexure-I 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. If

any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

28.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact;

28.3 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.

28.4 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
- b. Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail: rudhra.gangadharan@gmail.com
- c. Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh
E-mail: Ops2020@rediffmail.com

29.0 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.

30.0 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.

31.0 GOODS AND SERVICES TAX:

31.1 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.

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

31.3 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.

31.4 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.

- 31.5** 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.
- 31.6** 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.
- 31.7** GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.
- 31.8** 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.
- 31.9** 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.
- 31.10** 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.
- 31.11** The Supplier of Goods/Services may note the Anti-profiteering Clause (Clause No. 12.5) of Part-I GCC and quote their prices accordingly.
- 31.12** 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.

END OF PART-1

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PART-2
BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

1.0 BID EVALUATION CRITERIA (BEC)

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids 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 rejected.

1.1 FINANCIAL CRITERIA

1.1.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years reckoned from the original bid closing date should be at least **Rs. 67,18,100.00 (Rupees Sixty Seven Lakh Eighteen Thousand and one Hundred only)** .

1.1.2 "**Net worth** of bidder must be positive for preceding financial/accounting year.

Note: The Net worth to be considered against Clause 1.1.2 above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of the Companies Act, 2013.

Notes to BEC Clause 1.1 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 **Proforma-XII**.

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. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Clause 1.1.
- f. In case the bidder is a subsidiary or sister subsidiary or co-subsiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) 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 **Proforma-XVII** 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”.

- 1.1.3 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 of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR.

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

1.2 TECHNICAL CRITERIA

1.2.1 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) 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 along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded[Format enclosed as Proforma-XIV].
- c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- d) Bidder to submit a copy of their Certificate of Incorporation/registration in India.

1.2.2 The bidder must have successfully implemented at least 01 (one) logistics management software solution in India or abroad on public or private or hybrid cloud. 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.

1.2.3 Bidder should be the IPR (Intellectual Property Rights) Owner / Original Licensor OR Subsidiary of IPR owner / Authorized reseller/ Authorized implementation partner of the logistics management software proposed for implementation. (Original Licensor /IPR Owner is defined as the company holding software licensing rights and controlling software development cycle).

In this regard Certificate from the CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney of the organization. If the bidder is Subsidiary of the Original Licensor / OEM, the bidder is required to submit the proof of it being a subsidiary of the original licensor / OEM along with their bid submission like Letter of Authorization/Comfort Letter as subsidiary from the Parent company i.e. Original Licensor /OEM.

1.2.4 Deleted

1.2.5 The bidder shall have working experience in successfully executing/completing at least 01 (One) **“Similar Work”** using the proposed software solution in India or abroad for a minimum executed value of **Rs. 67,18,100.00 (Rupees Sixty Seven**

Lakh Eighteen Thousand and one Hundred only) for a continuous minimum period of 01 (one) year under a single contract in the last 7(seven) years reckoned from the Original Bid Closing Date in the Oil & Gas or Metal & Mining or Petrochemical or Chemical Industry or Manufacturing Industry.

Notes to BEC Clause 1.2.5 above:

(A) “Similar Work” referred in clause no. 1.2.5 includes the following:

(i) Design and implementation of logistics management software and solutions including key modules of planning, vehicle tracking, analytics and reporting.

AND

(ii) Project must include establishing necessary integrations of data into SAP ERP.

(B) 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 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.

Note to point no. (B) (i) & (ii):

Bidder must submit the breakup of similar work and its value/quantity/period executed within the prescribed period of 07 (Seven) 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).

(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. The bidder must submit the **breakup of similar work**.

(C) For proof of requisite Experience [**refer Clause No. 1.2.5 & notes to BEC Clause No. 1.2.5 (B) (i), (ii) & (iii)**], the bidder must furnish the following documentary evidences self-certified, in the form of:

1. Bidder must submit the following:

A. Contract/Work Order document showing details of work
and

B. Any one of the following documents:

(1) Job Completion Certificate showing:

- (i) Gross value of job done
- (ii) Nature of job done mentioning the Work order no./Contract no.
- (iii) Contract/Work Order period and date of completion

OR

(2) SES (Service Entry Sheet)/Certificate of Payment (COP) 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 jobs done
- (iii) Period of Service
- (iv) Nature of Service
- (v) Any other document(s) which can substantiate the experience

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

D. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated respectively under Clause Nos. 1.2.5 will only be treated as acceptable experience.

1.2.6 BIDDERS QUOTING UNDER THE FOLLOWING CATEGORIES:

(A) Bid from Indian Company/Indian Joint Venture Company with Technical Collaboration/Joint Venture Partner:

In case, the bidder is an Indian Company/Indian Joint Venture Company who does not meet the experience criteria as per clause no. 1.2.5 may also bid on the strength of Technical Collaborator/Joint Venture Partner provided all the following criteria are compiled:

- i.** The primary bidder shall have atleast one experience in “Design and implementation of logistics management software and solutions” in the last 7(seven) years to be reckoned from the Original Bid Closing Date. In this regard the primary bidder must submit contract documents showing details of work and a job completion certificate showing work order number/contract no., nature of job done and date of completion.
- ii.** The primary bidder shall meet the financial criteria under clause no. 1.1. In this regard the primary bidder must produce the documents as mentioned in notes to clause 1.1 above.
- iii.** The Technical Collaborator/Joint Venture Partner at its own shall meet the experience criteria as per clause no.1.2.5 above. The experience of the Technical Collaborator /Joint Venture with other firm(s) will not be qualified. In this regard, the documents establishing experience of the Technical

Collaborator/Joint Venture Partner shall be submitted as per clause 1.2.5 above.

- iv. Indian bidders quoting based on the strength of technical collaborator/ joint venture partner, shall submit a 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.

Notes:

Any party who is extending support 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.

(B) Eligibility Criteria in case Bid are submitted on the basis of Experience of the Parent/Subsidiary Company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause nos. 1.2.5 above can also be considered provided the bidder 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-subsubsidiary company or through any other arrangement like Technical Collaboration agreement.

In case of subsidiary company 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-XV** between the parent and the subsidiary company or vice-versa and Parent/Subsidiary Guarantee (as per format enclosed as **Proforma-XVI** from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

(C) Eligibility Criteria in case Bid are submitted on the basis of Experience of the Sister Subsidiary/Co- Subsidiary Company:

Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1 & 1.2.5 can also be considered based on the experience criteria of their sister subsidiary/ co-subsubsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

- i) Provided that the sister subsidiary/ co-subsubsidiary company and the bidding company are both 100% subsidiaries of an ultimate parent/holding company either

directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/holding parent company. Documentary evidence to this effect to be submitted by the ultimate parent/ holding company along with the technical bid.

ii) Provided that the sister subsidiary/ co-subsidiary company on its own meets and not through any other arrangement like Technical Collaboration agreement meets the experience criteria stipulated in the BRC.

iii) In case of contracts involving multifarious activities such as – (a) manufacturing/ supply (b) installation and commissioning (c) servicing and maintenance of any equipment, then in that case, the bidding company can draw on the experience of their multiple subsidiary sister company (ies) / co-subsidiary company (ies) specializing in each sphere of activity, i.e. (a) manufacturing/supply (b) installation and commissioning (c) servicing and maintenance. However, all the sister subsidiary company(ies)/ co-subsidiary company(ies) and the bidding company should be 100% subsidiary company(ies) of an ultimate parent/ holding company either directly or through intermediate 100% subsidiaries of the ultimate parent/ holding company or through any other 100% subsidiary company within the ultimate/ holding parent company.

Note to above point no. (B) & (C):

In both the situations mentioned above, following conditions are required to be fulfilled/documents to be submitted:

- (i) Undertaking by the supporting company to provide a performance security (as per format and instructions enclosed at **Proforma-XVIII**, 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.-
- (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.

Note: In case supporting company fails to submit performance bank guarantee as per (i) above, bid security submitted by the bidder shall be forfeited.

- (iii) In cases where subsidiary/parent/ sister subsidiary / co-subsidiary companies do not have Permanent Establishment in India, the bidding company can furnish Performance Security **equivalent to 150% of the value of the Performance Security which is to be submitted by the bidding company.** In such case bidding company shall furnish an undertaking that their subsidiary/parent/ sister company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

1.2.7 Bidders quoting on the technical strength as per clause nos. 1.2.6 (A), 1.2.6(B) & 1.2.6 (C), should provide the respective services including key personnel for a

minimum duration of 50% of the Contract period during execution of the contract. A declaration as per **Proforma-XIX** in this respect to be submitted as part of technical bid.

1.2.8 **SIMILAR work** executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

1.2.9 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 1.2.5.

1.2.10 For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, CAG Branch, Kolkata one day prior to the date of bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling (Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.

1.2.11 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 **Proforma-XXI**.

1.2.12 Bidder should submit a **‘No Deviation Certificate’** against the requirements mentioned under Scope of Work and Special Terms & Conditions. 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-XXII**.

1.2.13 Project manager (proposed to be assigned against the OIL’s contract) should **have:**

- More than 10 (ten) years of total work experience
- More than 5 (five) years of experience in logistics management software solutioning.
- Executed atleast 2 (Two) Similar Work including design, development and deployment of solution.

In this regard bidder must submit the CVs of all the Team Members proposed to be deployed for this project duly certified by CEO/Country Head / Chief Operating Officer/Authorized Signatory/Partner holding the Power of Attorney along with the bid.

Note: In case, if more than one Project Manager is proposed by the bidder to be assigned against the OIL's Contract, then the minimum of the one who complies the desired set parameters as per BEC Clause no. 1.2.13 will be considered during evaluation under BEC clause no. 2.0.

1.2.14 Technology architect (proposed to be assigned against the OIL's contract) should have:

- Bachelor's degree in Computer Science, Engineering or related discipline.
- More than 8 (eight) years of total experience in information technology
- More than 5 (five) years of experience in technology architecture.
- Experience in integrating with enterprise applications such as SAP and other standard Oil and Gas industry applications

In this regard bidder must submit the CVs of all the Team Members proposed to be deployed for this project duly certified by CEO/Country Head / Chief Operating Officer OR by any Partner holding the Power of Attorney along with the bid.

Note: In case, if more than one Technology architect is proposed by the bidder to be assigned against the OIL's Contract, then the minimum of the one who complies the desired set parameters as per BEC Clause no. 1.2.14 will be considered during evaluation under BEC clause no. 2.0.

1.2.15 Bids from following types of bidder will not be accepted:

- Who are in the Holiday list of OIL or its Administrative Ministry, MoPNG.
- Who are under liquidation, court receivership or similar proceedings.
- 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.
- Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
- 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 **Proforma-XX**.

2.0 PRICE EVALUATION CRITERIA:

The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

2.1 EVALUATION METHODOLOGY:

- a) Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for the 'Quality' is 70 and the weightage for the 'Quoted' price is 30.

- b) The marks allocated against various sub-sections under 'Quality' of Bid shall be as hereunder:

Computation Table				
Sr. No.	Criteria	Unit Marks	Max Marks	Supporting Document
A	Organization Evaluation			
1.	Number of "Similar Work" using proposed software solution implemented in India or abroad by bidder/subsidiary /parent company/sister subsidiary/co-subsidiary in any industry with project value \geq INR 50,00,000 (Fifty lakhs only) under single contract, which may have more than one work orders in the last 7 years	a) ≥ 2 & ≤ 3 Assignments : 7 Marks b) ≥ 4 & ≤ 6 Assignments : 10 Marks c) ≥ 7 & ≤ 10 Assignments : 15 Marks d) > 10 Assignments : 20 Marks Additional Marks for "Similar Work" implemented in Oil & Gas Industry a) ≤ 3 : 05 Marks b) ≥ 4 : 10 Marks	30 Marks	As defined under Notes below.
2.	Number of completed projects where a mobile application for vehicle tracking and monitoring has been deployed for clients in India in the last 7 years.	a) For ≥ 1 & ≤ 2 Projects: 10 Marks b) For ≥ 3 & ≤ 4 Projects: 15 Marks c) > 4 Projects: 20 Marks	20 Marks	Copies of Contract/ Work Order/PO along with completion certificate and application details OR Release Notes of the application(s) on Android and iOS platform self-certified by CEO/MD/Authorized Signatory/POA of the organization. (certified by client in case of client specific applications) (Proforma-XXIII)

3.	Experience of Project Manager in delivering logistics control tower/Logistics management software implementation assignments in the last 7 years as per clause no. 1.2.13	a) For ≥ 1 & ≤ 2 Assignment s: 4 Marks b) For ≥ 3 & ≤ 4 Assignment s: 7 Marks c) For > 4 Assignment s: 10 Marks	10 Marks	Experience certificate with details of the project and client details (including contact number and email ID) certified by CEO/MD/Authorized Signatory/POA is required.
4.	Number of active vehicles running on the proposed software platform.	a) ≥ 2000 & < 5000 : 5 Marks b) ≥ 5000 & ≤ 10000 : 7 Marks c) > 10000 : 10 Marks	10 Marks	Self-certification by the CEO/MD/Authorized Signatory/POA of the organization and supporting proofs to substantiate the vehicles on the software platform. The supporting proof document to be certified by the end user.
5.	Additional certifications of CMMI level 3 or above held by the bidder organization.	a) CMMI Level 3 or above: 10 Marks	10 Marks	Copy of certificate signed by CEO/MD/Authorized Signatory/POA of the organization. The CMMI certificate must be valid as on bid closing date.
Total			80 Marks	
B	Approach & Methodology			
6.	Detailed approach, technology architecture and implementation plan addressing OIL's requirements and meeting project implementation timelines.		05 Marks	Presentation Submission
7.	Functionalities of the tool proposed based on (but not limited to) following		10 Marks	

	parameters: 1) Type and quality of user Interface including ease of operation, 2) Availability of functionalities in both offline and online modes. 3) Relevance of available (off-the-shelf) functionalities to requirements defined in SoW) 4) Methodology of SAP interconnections. 5) Modularity of proposed solution for ease of phased implementation and scale-up.			
8.	Detailed approach of change management and training plan		05 Marks	
Total			20 Marks	

Note:

- i. To demonstrate experience against criteria specified at clause 2.1(b), bidder must submit relevant documents as per notes to clause 1.2.5 above.
- ii. Towards QCBS, in case the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information (WO/PO number, Executed Value, Brief scope of the project, Completion date, etc.), issued by CEO / CFO / Managing Director/Authorized Signatory/Partner holding power of attorney of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by

Statutory Auditor (not being an employee or a Director or not having any interest in the bidder(s) company/firm) may be submitted. Bidder will also need to provide client references for OIL to conduct reference call as desired.

- iii. It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.
 - iv. OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by the bidder will make it liable for appropriate action.
 - v. Price Bids shall be evaluated taking into account the Price quoted for all services including quoted GST (CGST & SGST/UTGST or IGST).
 - vi. Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.
- c. To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:
- i) An Evaluated Bid Score (B) will be calculated for each techno commercially qualified bid, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = \frac{C_{low}}{C} \times 100 \times X + \frac{T}{T_{high}} \times 100 \times Y$$

Where:

C = Evaluated Bid Price of the bidder

C low = The lowest of the evaluated bid prices among the responsive bids

T = The total marks obtained by the bidder against "Quality" criteria

T high = The highest mark scored against "Quality" criteria among all responsive bids

X = 0.3 (The weightage for "Quoted price" is 30 %)

Y = 0.7 (The weightage for "Quality" is 70 %)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

- ii) Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B).
- iii) In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against 'Quality' criteria will be recommended for award of contract. Even if there is a tie, 'draw of lots' will be resorted to arrive at the recommended bidder.
- iv) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.

- 2.2 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.
- 2.3 Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 **PURCHASE PREFERENCE CLAUSE: Purchase Preference to MSE’s and Purchase Preference Policy (Linked with Local Content) (PP-LC) is NOT applicable against this Tender.**
- 2.9 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.

- 2.10 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.

- 2.11 Input 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.

2.12 THIRD PARTY INSPECTION:

S l . N o .	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Llyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas	a. udit.chopra@bureauveritas.com

	(India) Private Limited	b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com
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2.12.1 Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies to verify and certify various documents required against BEC/BRC of the tender:

2.12.2 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by any one of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate 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.

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

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

(a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for

verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.

(b) The prospective bidder shall contact any of the 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.

3.0 COMMERCIAL EVALUATION CRITERIA::

3.1 The bids are to be submitted in single stage under Two Bid System i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

3.2 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.

3.3 Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed **“Bid Security 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.

3.4 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids shall not be considered and shall be straightway rejected.

3.5 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

3.6 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.

3.7 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.

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

3.9 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.

3.10 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)** **Insurance Clause**
- (vii)** Scope of work
- (viii)** Taxes Clause
- (ix)** Liquidated Damages clause
- (x)** Tax liabilities
- (xi)** Arbitration / Resolution of Dispute Clause

- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) **Termination Clause**
- (xv) Integrity Pact
- (xvi) **Liability Clause**
- (xvii) **Withholding Clause**

3.11 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.

3.12 Bids should be valid for a period of 120 (one-hundred twenty) days. Bids with shorter validity shall be rejected as being non-responsive.

3.13 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “**Annexure-I/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.

3.14 Bidders shall quote directly and not through their Agent/Representative/Retainer/Associate.

4.0 GENERAL:

4.1 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.

4.2 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 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.

4.3 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.

4.4 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.

4.5 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.

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

5.0 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.

END OF PART-2

&&&&

Part-3
SECTION-I
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 Wilful 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.

2.0 Any other applicable Act related to GST

2.1 CONTRACT DOCUMENT:

2.2 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.

2.3 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.

2.4 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:

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

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining

to the works.

- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

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

- 9.1 The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.
- 9.2 The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

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

- 10.2 Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or
- 10.3 In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

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

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

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

Full address.

Branch Code.

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

Phone Nos., Fax Nos., E-mail address.

- 10.5 The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 10.6 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.
- 10.7 The Performance Security shall be denominated in the currency of the contract.
- 10.8 The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.
- 10.9 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

- 10.10 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 10.11 Failure of the successful Bidder to comply with the requirements of clause 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].

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 BimaYojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- 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 demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

- 24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.
- 24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:
- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
 - b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.
- 26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the

strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3 MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4 Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5 INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/ operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6 CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7 CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed

`Original' and `copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.

- 27.8 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9 COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount maybe 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, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO(<http://www.epfindia.gov.in>).

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

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

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

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

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

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

30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

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

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as

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

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

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

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

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

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

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

32.0 SET-OFF:

Any sum of money due and payable to the CONTRACTOR (including Performance Security refundable to them) under this or any other Contract,

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

33.0 WITHHOLDING:

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

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

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

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

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in 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, 2017
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act
- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

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

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.
- vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.
- viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).
- ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th& 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding

month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

- x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

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

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

- 37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.
- 37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.
- 37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

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

38.0 POLLUTION AND CONTAMINATION:

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

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

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

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

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

disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

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

- 39.7 The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8 Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking

arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

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

- 1) 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].

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 along with 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. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

CONTRACTOR shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation, public bodies and Companies as aforesaid and

shall keep COMPANY indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

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

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

END OF SECTION-I

PART-3
SECTION-II

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

DESCRIPTION OF WORK/SERVICE: Hiring of Services for Project Drive Initiative of "Bowser Movement Optimization" under OGPS Department for a period of 04 (four) years with a provision to extend the contract by another 01 (one) year.

Item No.	Description of Services	UOM	Estimated Quantity
10	Software Platform License - AU Subscription	AU	4
20	Cloud Infrastructure (IaaS) cost for hosting Applicaiton & Database Server - Developement & Production servers	Monthly	48
30	LED Screen (OCS #3) (Supply and Installation)	NO	1
40	GPS Devices - (Supply & Installation)	NO	130
50	QR Code- (Supply & Installation)	NO	240
60	10" Tablets for Bowser Loading & Unloading station operators	NO	17
70	Mobile handhelds (for security personnel)	NO	17
80	Desktop (as specified in Technical Specifications)	NO	3
90	UPS (as specified in Technical Specifications)	NO	3
100	Laser Printers at unloading station	NO	3
110	Thermal Printers at loading station	NO	14

120	<p>Cost of solution implementation services (including)</p> <ul style="list-style-type: none"> - Commissioning of hardware supplies (GPS, QR Codes, Desktops, Printers etc.) - Device and System Configuration - System Integration - Cloud Infrastrucutre (installation, configuration, integration, security etc.) - Training and Change Management - Project Management - Solution Go-Live - One year of inclusive warranty on solution <p><i>* This includes SAP integration, configuration, software and hardware services cost</i></p>	LSM	1
130	<p>AMC Support - inclusive of hardware and software maintenance to be paid quarterly</p>	AU	3
<p>1. Tenure of Agreement: 04 (Four) years with a provision to extend the contract by another 01 (one) year.</p>			
<p>2. Mobilisation Period: 15 (fifteen) days from the date of receipt of Letter of Award (LOA)</p>			

PART-3
SECTION-III

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.

Definition	<u>Hiring of Services for Project Drive Initiative of "Bowser Movement Optimization" under OGPS Department for a period of 04 (four) years with a provision to extend the contract by another 01 (one) year</u>
Mobilization	Contractor must mobilize the contract within 15 (fifteen) days from the date of receipt of Letter of Award (LOA). The contractor needs to submit the complete list of their key personnel's for execution of the contract along with their IME/PME reports, credentials. Labour Clearance/Labour Licence along with the group insurance to be submitted prior to mobilization. Work order will be issued once the mobilization pre-requisites are completed and the work order date will be the actual date of the start of the contract. Failure to complete the mobilization within 15 days from the date of issue of LOA Liquidated Damage clause will be applicable as per General Conditions of the Contract (GCC).
Duration of contract	<u>04 (four) years with a provision to extend the contract by another 01 (one) year</u>
Inspection	As specified in the SCC
Performance Security	As specified in the tender
Terms of Payment	On account payment may be made, not often than monthly, up to the amount of 100% 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.
Submission of Invoice	<i>The invoice of a particular month to be submitted by 05th of next month.</i>
Agent Commission	NA
Insurance	Group Insurance

Arbitration	<i>As mentioned in GCC</i>
De-Mobilization	<i>Date of completion of the contract.</i>
Association of company's Personnel	<p>i) Company may depute one or more than one representative (s)/engineer (s) to act on its behalf for overall co-ordination and operational management at location. Company's representative will be vested with the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor and monitor progress to ensure timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.</p> <p>ii) Company's representatives shall have free access to all the equipment of the Contractor during operations as well as idle time for the purpose of observing/ inspecting the operations performed by the Contractor in order to judge whether, in Company's opinion, the Contractor is complying with the provisions of the contract.</p> <p>iii) The Contractor must observe all safety and statutory norms applicable to the Company to prevent surface pollution and injury to personnel working in the area and provide medical facilities to injured persons if any due to accident/take corrective measures in case of pollution as per the company's man instructions.</p> <p>iv) While performing the Work for the Company, Contractor may utilize expertise, know-how and other intellectual capital (including intellectual property) and develop additional expertise, know-how and other intellectual capital (including intellectual property) which are Contractor's exclusive property and which Contractor may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing, and in exchange for appropriate agreed payment, Contractor does not develop any intellectual property for ownership by Company, Contractor retains sole ownership of any such intellectual capital (including intellectual property) created by Contractor during the course of providing the Services.</p> <p>All the clauses in this contract are limited to execution of this contract only and do not carry any precedence whatsoever for any OIL's such or similar tenders/contracts in future.</p>
Liquidated Damage	<p><u>LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:</u> 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</p>

	contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.
Provision of Personnel facilities	<i>As mentioned in SCC</i>
Warranty and remedy of defects	<i>As per clause no. 23 of GCC</i>
Miscellaneous Provisions: Key personnel	<i>As mentioned in SCC</i>
Limitation of Liability (%)	<i>As per clause no. 16 of GCC</i>
Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may be	As specified in the GCC
Subcontracting: Allowed/Not Allowed	Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party. Except for the main services under this contract, Contractor may subcontract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.
If allowed, define Petty Services	"electrical fittings, cable laying, civil jobs, lodging & fooding arrangement, transport management for men and materials"
Address details for submission of invoice	<i>All Invoices are to be sent to the following address:</i> <i>CGM-PSS</i> <i>Oil India Limited,</i> <i>P.O. Duliajan-786602</i> <i>Dist. Dibrugarh, Assam</i>
Force Majeure	As specified in the GCC

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:

- i) The original copy being marked as ORIGINAL FOR RECIPIENT;
- ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

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.

Details of the Service	<u>Hiring of Services for Project Drive Initiative of "Bowser Movement Optimization" under OGPS Department for a period of 04 (four) years with a provision to extend the contract by another 01 (one) year</u>
Area Of Operation	OGPS Department, OIL, Duliajan
HSE Policy	<p>1.0 It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects or the entire job (namely the person employed by him, the equipment, the environment. etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.</p> <p>2.0 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by contractor. The Contractor shall provide proper Personnel Protective Equipment's as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply the Company (OIL) for providing the same, OIL will provide the safety items,if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work". All the safety gears mentioned above are to be provided to the working personnel before commencement of the work</p> <p>3.0 Tile Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed..</p> <p>4.0 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the</p>

contractor's work.

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

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

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

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

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

10.0 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all measures and statutory rules during operation in OIL's installations and safety to workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/ Safety Officer/ Engineer/ Official/ Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

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

- 13.0** The contractor shall have to report all the incident including near miss to Installation Manager/Departmental representative of the concerned department of OIL.
- 14.0** The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work punctually.
- 15.0** If the company arranges any safety class/training for the working personnel at Site (company's employee, contractor worker, etc.) the contractor will not have any objection to any such training.
- 16.0** The health check-up of contractor's personnel is to be done by the contractor in authorized Health Centre's as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years age and above.
- 17.0** To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18.0** Records of daily attendance, accident report etc. are to be maintained in Form B. E. J (as per Mines Rules 1955) by the contractor.
- 19.0** 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 employees act or omissions at work.
- 20.0** A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 21.0** Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 22.0** In case Contractor is found non-compliant of HSE laws as required company will have right for the directing the contractor to take action to comply with the requirements and for further non-compliance, the contractor will follow the prevailing element Act/Rules/Regulations.
- 23.0** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures, company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 24.0** The contractor should prevent the frequent change of his contractual employees as must as practicable.
- 25.0** The contractor should frame a mutually agreed bridging document between OIL & the contractor will roles and responsibilities clearly defined.

	<p>26.0 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Act/Rules/regulations/pertaining to Health, Safety and Environment.</p>
Interim de-Mobilization and Re-mobilization	NA
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><u>Company</u></p> <p>a) <u>For contractual matters</u></p> <p>GM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in</p> <p>b) <u>For technical matters</u></p> <p>CGM-PSS Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 6440 Email: agadhmedhi@oilindia.in</p> <p>c) <u>Contractor</u></p> <p>_____</p> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
RECORDS, REPORTS AND INSPECTION	As detailed in the SCC
PENALTY	As detailed in the SCC

[Other Specific Clauses Related to the Tendered Service in addition to the above clauses]

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

1.0 Introduction

1.1 Background & Context

Oil 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.

1.2 Solution Objective & Business Context

The objective of Bowser Logistics Digitalization (BoLD) project is to bring digital transformation in the AS-IS bowser logistics management process. Business value desired out of this digitalization journey is to reduce cost to serve by improved asset utilization, faster process TAT, enhanced manpower productivity, digitization of data at source and bringing transparency in overall process.

Oil India Limited (OIL) has primary upstream operations in the state of Assam and Rajasthan. Currently, OIL has contracted bowsters which are deployed in Assam oil field and their movement and allocation is planned on daily frequency to collect produce from ~20 outstep wells (loading stations) across the fields and bring it to either of the 3 unloading stations at CBUS (Duliajan, Assam), DBUS (Dikom, Assam) and DbyBUS (Digboi, Assam). In the current phase of implementation, only bowser operations in Assam will be covered under scope.

The solution must enable following features related to bowser logistics at OIL:

1. **Bowser Planning and Allocation** to enable daily demand aggregation fo, rule-based planning and allocation of bowsters to optimize asset utilization.
2. **Mobility application for digital data entry at source** to replace physical documentation and movement of challans and reports on day to day basis by uniform workflow platform accessible at all locations and enabling real time data consolidation and access.
3. **Vehicle tracking system** leveraging GPS devices for real time visibility and tracking of vehicles and setting up a control center at bowser management office (OCS#3).
4. **Real time notifications & alarms** to OIL designated personnel during anomalies observed in operations and safety non-compliance.

5. **Document repository and management** enabling storage of bowser related documents and management of validity and compliance with automated timely alerts for corrective actions.
6. **Descriptive analytics, reports and dashboards** to generate valuable insights that can be used to strategically refine overall operation. Automating current reporting needs at OIL OGPS department.

Definition of Bowser: *"TANKER OR BOWSER" means self propelled transport tanker(s)/ browser(s) on which a certified calibrated tank is mounted for the purpose of transportation of POL by road.*

1.3 AS-IS Bowser Logistics Management Process

The Bowser Management Office has following core functions:

A) Bowser (Road Tanker) Management Office (OCS3) Operations:

Planning and allocation of bowsters for evacuation of crude/condensate from production installation, production fluid from workover locations, production of well fluid from wells under activation etc. The locations of evacuation of well fluid, production fluid can be dynamic and keep changing.

1) Shift Pattern: General Shift (7:00 AM to 3:30 PM)

2) Manpower deployment:

a) **3 Officers** (IM- CBUS, IM-DBUS, Additional Superintendent Engineer) Management of unloading station installations.

b) **2 JE- Field** (Supervising all the activities of CBUS/DBUS/OCS#03, Monitoring/Implementing the safety provisions of the installations etc.)

c) 4 Grade Employees

- i. (Allocation of Bowsters, Communicating instruction to CBUS& DBUS operators, Monitoring Bowser movement, Frequent collection of reports and bowser status from all the loading installations, instruction to bowser contractors/ contractors' representatives regarding issues with their respective bowsters/ bowser crews as and when required, Instruction to bowser crews or representatives regarding diversion of route due to bandhs/blockades on the normal route, diverting the bowser to another locations/installations due to urgent requirement.
- ii. All SAP related jobs for bowser Management, Crude oil transported & dispatch to tank farm.
- iii. Record keeping of bowsters/contracts, Record keeping of bowser shutdown/servicing, checking of bowser documents from time to time, record keeping/record updating of bowser crews, planning to send bowsters for routine inspection,
- iv. Inspection checks of bowsters during initial placement/ new placement against replacement.

d) 1 Office Assistant

- i. SAP related jobs pertaining to HR (Attendance/ Leave/OT, etc.). Monthly posting of attendances of Bowser crews & drivers of other vehicles for PF & ESI
- ii. Monthly Processing of bowser bills and other bills of vehicle & welding m/c in SAP. Other jobs as per instruction of IMs.

B) Unloading Station Operations:

1) Shift Pattern: 3 shifts of 8 hours each

2) Manpower Deployment: 4 Operators per shift & 1 Security incharge Key activities of an operator at the unloading station includes:

- a) Issue of authorization slips, execution of bowser allocation plan received from OCS3 (Bowser Management Office), inspection of bowsters, unloading of bowsters, ops and maintenance of assets at unloading station and record management etc.
- b) Taking reports from different loading installations for number of bowsters received, number of bowsters loaded & number of bowsters returned after loading (at 3-4 PM every day). In certain cases, the reports are taken multiple times over the day.
- c) In the morning at 6-7 AM next day the Shift In-charge takes the report for a day from all the installations which is required for reporting purpose and is finally sent to OCS3 after consolidation.
- d) Security incharge is responsible for inspection of bowsters and verification of challan entries at the time of entry of bowsters.

C) Loading Station Operations:

1) Shift Pattern: 3 shifts of 8 hours each

2) Manpower Deployment: 1 operator per shift and 1 security in-charge Key activities of the resource include:

- a) Loading of bowsters reaching the loading station
- b) Physical inspection of bowsters at loading station and verification of the authorization slip being carried with the bowser driver.
- c) Application of plastic seals on the bowsters after loading and entry of the lock number in challan.
- d) Entry of details in the challan document for each trip, review and sign-off before dispatch of bowsters.
- e) Security in-charge to note entry and exit time of the bowser at the loading station on challan document.

1. D) Day to Day steps of Bowser Logistics Management

Step 1: Planning and Allocation

Executives review production, opening stock, bowsters loaded, closing stock and storage capacity data at each loading station. The data is either static (dead volume, capacity) or dynamic (oil & water production, closing & opening stock). The dynamic data is typically obtained from SAP ERP software (ECC 6.0). However, in case updated data is not available in SAP ERP software, the executives call OIMs (Installation Managers) to get the data. The excel sheet automatically calculates two figures for all loading station:

- a) Max Bowser requirement: $(\text{Opening stock} + \text{Daily Production} - \text{Dead Volume}) / (\text{Bowser Capacity})$
- b) Bowser requirement for production upliftment: $(\text{Daily Production}) / (\text{Bowser Capacity})$ Basis the above two numbers and general idea of bowser availability the bowser management executives (located at OCS 3) allocate bowsters required at each loading station for the next day and share the same via email with personnel at the Bowser Management Office (BMO) also located at OCS 3 by 5:00 PM of Day 1

Step 2: Communication of plan to unloading station operator

The Bowser Management Office, basis the bowser requirement data provided in Step 1, calls up operators at 3 Bowser Unloading Stations (CBUS, DBUS, DbyBUS) to communicate the bowser dispatch instructions (how many bowsters are required at each loading station) on Day 1

Step 3: Issue of Authorization Slips

The operators at each unloading station take stock of current bowser availability and issue paper-based **authorization slips (Annexure A)** to bowsters on prioritization logic and availability (either in the evening of Day 1 or early next morning Day 2). The bowsters, which are not unloaded or are out for maintenance, are counted unavailable for allocation. From the available bowsters, those with highest idle time are allocated the trip first to maintain uniformity across the vendors. These **authorization slips** contain instructions on the specific bowser that needs to go to a target loading station. It also contains acknowledgement by bowser driver and the operator. This slip is also used for verification purpose at the loading station to check if the bowser in question was legally authorized to pick up crude.

Step 4: Bowser Status Tracking

At mid-day (Day 2) the BMO personnel call up individual loading stations to check on loading status. They get information on how many bowsters have arrived, the loading status and estimate the time to full loading. If discrepancies are found between number of bowsters allocated vs number of bowsters that have reached the loading stations, the BMO personnel investigate the reason for the mismatch and flag it for further action. Examples of further action include calling up individual bowser drivers or bowser contractor reps to understand the reason for gaps. Some frequently observed reasons are:

- a) Bowser under unscheduled maintenance
- b) Bowser under scheduled maintenance
- c) Environmental issues (local strikes, flooding etc.)

Step 5: Return Journey Planning

The BMO personnel inform the operators at the loading station (over telephone) as to where each of the bowsters needs to head for unloading the stock. Typically, the unloading station is same as the one where the bowser received its Authorization Slip. However, in rare cases the unloading station may be different. These unloading station allocation decisions are made basis the following considerations:

- a) No. of bowsters in que for unloading at each of the 3 unloading stations
- b) Distance of the loading station from the unloading station
- c) Pump Breakdown issues if any at the unloading station
- d) Environmental issues (strikes, bandhs, flooding etc.)

Step 6: Issue of Challan / Delivery Note

The operators at the loading station then communicate the decisions to the bowser drivers and provide them with paper-based CRUDE OIL DELIVERY/RECEIPT CHALLANS. This challan contains information on the quantity of stock loaded in the bowser, the Authorization Slip No.

against which the bowser made the trip, and the time and date of arrival at & departure from the loading station. The operator also fills out relevant elements (bottom half) of the

AUTHORIZATION SLIP

Step 7: Inspection and Unloading

The bowser driver arrives at the recommended unloading station. The security personnel verify that the bowser hatch is in sealed condition. The quantity of stock in the bowser is verified by security/operator via dipstick measurement. If everything is found ok the bowser is authorized for unloading

Step 8: Parking and unloading bay allocation

The unloading station operator then asks the bowser to wait in que until unloading operations commence. The unloading station operator signs off on the CRUDE OIL DELIVERY/RECEIPT CHALLAN and enters relevant details (the time and date of arrival and departure at the unloading station) once unloading operations are completed. He also adds any other comment as applicable on the CRUDE OIL DELIVERY/RECEIPT CHALLAN.

Step 9: Preparation of unloading sheet

The operators at each unloading station also keep a track of unloading activities happening in their shift via a manual paper-based report, unloading report (Annexure A). That report is dispatched to the BMO Office daily at a pre-defined time on daily basis.

Step 10: Manual data entry into ERP Software

The BMO personnel enter the data in the paper based unloading sheet into SAP. They also create an unloading report and morning report that shows aggregate data of unloading activities carried out on Day 2. These reports are shared with the Bowser Management Executives early morning of Day 3.

Step 11: Adhoc request management

Adhoc bowser allocation requests are received for bowser through phone calls or emails to BMO. BMO based on certain inputs (priority, distance and availability of bowser) decides on the allocation of the bowser.

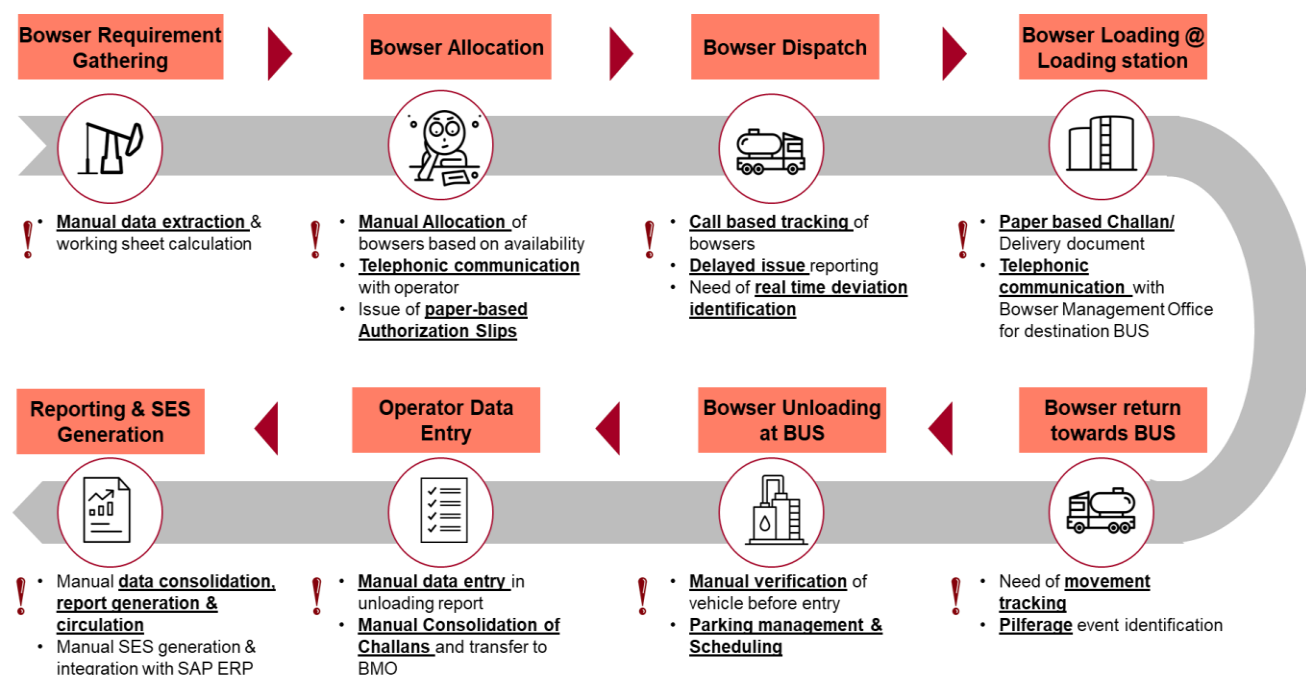


Figure 1: AS-IS Bowser Management Process

2 Solution Requirements

2.1 Functional Requirement

A. Integrated Planning and Allocation Module

Sl. No	Details	Remarks
1.	Enable automated daily demand aggregation, bowser availability assessment and planning of trips with bowser allocation. Trip details should include source unloading station, loading stations as part of the trip.	
2.	The module should be designed to bring business value in terms of asset optimization & operations cost minimization by enhancing bowser utilization, reducing overtime hours and adopting other cost reduction measures.	
3.	The module should integrate with the ERP Software (SAP ECC 6.0 EHP 7) to fetch daily production rate (Oil, Water and Total production) from loading stations to calculate the daily demand of bowsters.	
4.	The planning and allocation module should assimilate the demand for next day by evening of every day and initiate allocation of available bowsters. The trip allocation should be a continuous activity depending on availability of bowsters, outstanding demand and ad-hoc requests.	
5.	The planning optimization tool should have features to build the objective function, constraints and logic to generate most optimal daily demand of bowsters and convert each demand into a trip number. Contractor will be responsible to identify the objective function, constraints and priority matrix for developing allocation logic in discussion with the OGPS team during solution design phase which will be developed in the solution build phase.	
6.	Planning module should be integrated with the vehicle tracking system to develop daily availability pool of bowsters at each of the unloading station before the allocation is executed.	
7.	Bowsters which are under approved shut-down, breakdown, document non-compliance, under unloading, etc. should be marked unavailable and excluded from availability pool. Contractor will be responsible to identify the comprehensive set of scenarios of bowser unavailability in discussion with OGPS stakeholders during solution design phase.	
8.	The solution should then most optimally allocate the trips identified to bowsters in the availability pool keeping into consideration business constraints & prioritization logic pre-defined in the solution. (ex: bowsters with highest idle time to be allocated first). The logic of prioritization should be identified during solution design phase in discussion with OIL.	
9.	The solution should also recommend constraints and logic in addition to those currently in practice at bowser planning and allocation illustrated in the working sheet (Annexure A) to achieve optimal asset utilization.	

10.	<p>The planning module should factor in the demand for evacuation of crude/condensate from production installation, production fluid from workover locations, production of well fluid from wells under activation, ad-hoc bowser demands in day to day planning. Ad-hoc demand can be generated at any point of the day and service of such requests should be prioritized based on the pre-defined logic.</p> <p>The prioritization logic for various types of demand will be detailed by OIL during solution design phase.</p>	
11.	The solution should be integrated with the web portal and mobile application developed for OIL users.	
12.	OIL BM&US executives (GM – OGPS, DCE – OGPS, etc.) should be able to review the output of daily plan from the software using mobile application or the web portal and make necessary edits to the plan proposed by the system before finalization and issue of authorization slips.	
13.	The solution should digitalize AS-IS planning process workflow from demand aggregation to notification of BUS and loading station operators on the allocation plan.	
14.	The module should enable automated generation of journey plan and route based on the source, destination, distance etc.	
15.	<p>The module should integrate with the OT layer deployed as part of solution and other user inputs to assess the queue length of bowzers at loading station and unloading station, status of bowzers under movement, obstructions on return path, breakdown of unloading station infrastructure (such as pumps) etc.</p> <p>Planning module should consider these dynamic parameters <u>while planning the return journey details</u> (ex: route, dispatch time, destination unloading station) of bowser during loading is under progress at the loading station.</p>	
16.	<p>The solution should notify the planning officer about the required review and return journey plan should be put under approval workflow.</p> <p>The planning officer should be able to edit / approve the document return journey plan.</p>	
17.	The loading station and the bowser staff should be notified of return journey plan through the mobile app notification or SMS.	
18.	The solution should store the necessary data points generated during the journey of the bowzers (for ex: entry time, exit time, wait time etc.) which will help in generation of the reports and delivery Challan.	
19.	<p>At CBUS, OIL has subscribed for a parking management system at new CBUS which is under commissioning. The solution should integrate with the proposed solution at new CBUS. Following functionalities should be made available by the planning module as part of the integration:</p> <ul style="list-style-type: none"> Assess the occupancy of unloading bays at CBUS Assign and notify the unloading bay to the bowser drivers which have entered the unloading station Source necessary details for completion of challan document. 	

20.	<p>At DBUS parking management and bay allocation notification is to be commissioned under the scope of this project. Following are the key requirements from parking management system.</p> <ul style="list-style-type: none"> The system should identify the occupancy status of unloading bays through relevant entries made by the shift incharge and identify the queue length of bowzers waiting for unloading at BUS. The optimization engine should then allocate the empty unloading bays to bowzers in order to minimize wait time and overtime hours. The system should dynamically notify the allocated bay at unloading station to the bowser drivers waiting in the parking area and the shift in-charge for approval. 	
21.	The planning module should feed necessary details to other modules of the solution to enable document digitization (Auth Slips, Challan, SES etc.), report generation and analytics.	
22.	Based on historical pattern of demand, the solution should have capability to predict demand of bowzers over a period of 3 months with >90% accuracy. Users with access control will be leveraging the recommendations to optimize the contracts and plan for bowser availability.	Enable access control

B. Mobile Application and Web Portal Module

S. No	Details	Remarks
1.	The web-portal and mobile application will provide the interface to OIL stakeholders (BM&US executives, Loading Station Operators, Unloading Station Operators, Bowser Drivers/vendors etc.) to access relevant elements of solution module. (Planning, VTS, Reporting, Request generation etc.)	
2.	The Contractor shall design, develop and maintain the mobile application & Web based application, which will be accessible over mobile and other portable devices across the geographical span of work.	
3.	The web-interface developed should be compatible to work on latest mobile operating systems.	
4.	The operators are allowed to use mobile devices within the cabins of the loading station and unloading stations. Usage of mobile devices is restricted near hydrocarbon area. Contractor should keep such requirements into consideration while building the solution.	

5.	<p>Basic factors of delightful user experience should be kept in consideration while development of mobile application and the web portal:</p> <ul style="list-style-type: none"> • Flexibility and personalization to user needs • Ease of access to information and data entry • Convenient user interface • Simplistic access control • Fast loading speed • Communication should be as quick and simple as possible, with a minimum number of taps and minimum text input. Intuitive system of search and filter Etc. 	
6.	The portal/application should have user specific views for various kinds of users (BM & US Executives, unloading station operators, Loading Station Operators)	
7.	<p>The application and web portal should enable <u>BM & US executives</u> to carry out following activities (<i>but not limited to</i>):</p> <ol style="list-style-type: none"> a) View, edit & approve planning & allocation module outputs across bowser movement lifecycle. b) Update trip related information like Overtime hours, approve shutdown requests etc. c) Real-time view and tracking of the bowsters in the field. d) View real time loading and unloading reports based on the data entered by respective operators. e) Receive alerts on deviations, safety violations etc. f) Access reports and analytics output. g) Etc. 	
8.	<p>The application and web portal should enable <u>Unloading Station Operators</u> to carry out following activities (<i>but not limited to</i>):</p> <ol style="list-style-type: none"> a) Notification and access to the daily allocation plan. b) Generate authorization slips based on allocation plan c) Real time view of bowser status (associated with unloading station) d) Notification of bowsters waiting in the parking area. e) Entry of data points in Challan (Water cut % etc.) f) Review and edit of time stamps of bowser entry and exit. g) Consolidation and review of unloading report at end of every shift. h) Enable employee ID based user validation on process documents (ex: Auth slips, unloading report etc.) i) Alerts and notifications. j) Etc. 	
9.	<p>The application and web portal should enable <u>Loading Station Operators</u> to carry out following activities (but not limited to):</p> <ol style="list-style-type: none"> a) Notification and access to the daily allocation plan for loading station. 	

	<ul style="list-style-type: none"> b) Access to the return journey plan of the bowser under loading. c) Real-time view of the bowsters reaching and leaving the loading station d) Initiate digital Challan at loading facility by entering relevant data fields. e) Alerts and notification of bowsters entering, exiting and waiting beyond permissible time at loading station. f) Enable employee ID based user validation on electronic challan before bowser dispatch. g) Etc. 	
10.	<p>The application and web portal should enable Bowser Driver/ Vendor to carry out following activities (but not limited to):</p> <ul style="list-style-type: none"> a) Access and acknowledgement of the authorization slip and challan details entered by the operators. (The delivery details might be required to be shown to administrative authorities as proof of delivery during transit.) b) Initiate shut-down approval workflow which may be approved by OIL executive (max 48 hours every month) c) Alerts and notifications on safety rule violations or plan deviations, documentary non-compliance etc.* d) Alert and notification*. e) Etc. <p>Note: The solution should also allow the notification to drivers in form of SMS in case they are not using mobile application.</p>	
11.	The solution should integrate with the physical layer devices (ex: GPS devices) to automate the entry into data fields of digital process documents to the maximum extent possible. The process of capturing of data fields on the handheld device will serve as the prime source of data gathering.	
12.	<p>The solution should have in-built QR code scanner facility available which will be used to scan QR codes on bowsters to automate entries like in-time, exit time from loading and unloading station.</p> <p>QR codes will also serve for digital vehicle identification wherever required as part of the overall solution.</p>	
13.	Production team, well services team, pipeline team and drilling teams will be sending the request for bowser via emails and the BM&US executive should be able to log-in the solution using the web portal or mobile application to create ad-hoc bowser allocation request on requestor's behalf with necessary fields like volume of load, allocation date, location of loading, time of loading etc.	
14.	Module should enable approval workflows associated with bowser allocation to ad-hoc requests, finalization and communication of plan and allocation data to operators, consolidation of unloading data to report generation etc.	
15.	The solution should integrate with SAP ERP (ECC 6.0 EHP 7) to automate writing of required data fields into ERP tables. (for ex: vol. of oil carried, vol of water carried etc.)	

16.	The solution should enable data consolidation from OT sources and manual entry to <u>facilitate report generation and analytics by the reporting module.</u>	
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C. **Vehicle Tracking Module**

S. No	Details	Remarks
1.	The solution should identify live geographic location of a bowser in real time using integration with GPS device installed on bowsers. The Vehicle Tracking should be available both on web portal and mobile application for the user.	
2.	The module should be capable to track defined vs. actual movement of vehicles, capture deviations if any. (For vehicles where scheduled movement can be defined on Map)	
3.	The module should allow user to view vehicle wise details including navigation map on roll over of mouse on a vehicle on interactive GIS Map supporting latitude, longitude and location records generated by GPS device.	
4.	Module should record the movement of vehicle and allow playing back the recorded details of the vehicle movement along the authorized route.	
5.	Module should enable operational managers to create/ modify locations, routes, schedules exception recording/ actions (off-route detection, geo-fenced deviation)	
6.	The module shall provide controls to view the entire sequence of reported locations from the beginning of the trip time period or to step through the route sequence incrementally forwards or backwards up to the destination.	
7.	The module should have capability to create and record alerts and notification based on OIL specific and general business rules like unauthorized stoppage, deviation from routes, breach of speed limit etc.	
8.	The module should offer capability to define additional business rules and accordingly generate alerts based on geo-fencing of routes and locations like: <ul style="list-style-type: none"> ○ Whenever a vehicle crosses or enters a specified geo-fence area ex: loading station. ○ Route deviation alerts- if vehicle deviate from the route assigned to the vehicle. ○ Longer duration of stay of bowser outside the geo-fence. ○ Entry into a prohibited geo-fence. o Etc. 	
9.	Contractor will be responsible to install and maintain the devices required for the vehicle tracking system on vendor provided bowsers and in bowser control center facility at OCS03.	
10.	The module should also allow users to define new alerts on specific events, to be notified in case the on-board device has been shut down/ not working or has been tampered with etc.	
11.	The solution should have the capability to update the on-board devices'firmware and configuration of on-board device parameters from the backend.	

12.	The Contractor will be required to procure, install and configure the display system including necessary IT infrastructure as defined in the technical requirements at the bowser management control center. The display system at control center (OCS#3) will be intended to provide real time map view of the bowser location enabling quick position related assessment and faster decision making.	
13.	The module should have mapping features to visualize the geocoordinates information received from GPS-device and display it in an interactive GIS map supporting the latitude, longitude location records generated by GPS devices. This should include all possible types of map views like roadmap, satellite, terrain, other applicable view types,	
	possible hybrid combinations based on tracing requirements	
14.	The module should facilitate import of routes from shape files, data mines, google KML etc. and allow geo-fencing capability such as polygon geo-fence, route geo-fence etc.	
15.	Geofencing of loading and unloading stations along with on-board devices should be used as secondary source to capture the entry and exit time of the bowser in loading/unloading station. These values will be leveraged for cross validation of the data captured by respective operators using QR code scanning.	
16.	The bowser will be tracked based on the route configured in the system for the origin destination combination as per journey plan defined for that bowser.	
17.	The VTM should have a feature to search/ show a group of vehicles on the map and should allow searching/ showing of geo-fences, landmarks, addresses on the map, allowing it to be searched from a search bar on the map window	

D. Safety Compliance Requirements

S. No	Details	Remarks
1.	The solution should allow integration with digital (electro-mechanical) locking solution for pilferage control. The digital locking mechanism will be implemented as a phased extension to the project at a later stage.	
2.	The module should enforce safety compliance in bowser movement through identification and flagging of non-compliance across the bowser logistics processes.	
3.	The Contractor must identify the safety rules and non-compliance cases in discussion with OIL stakeholders and build them in the solution.	
4.	The module should in real time compare data generated by VTM and identify cases of non-compliance and actual v/s plan mismatch during the journey of bowsers.	
5.	The module should keep track of the validity of the associated documents required for allocation of bowsers. The list of such documents is mentioned in Annexure A	
6.	The module needs to allow the user to upload necessary audit compliance documentations and populate associated fields against the bowsers (PUC certification expiry, DL expiry etc.)	

7.	The module should provide the user ability to enter documentation details against each compliance document for each bowser. Solution should have all necessary field validations against the data entered and wherever incorrect data is entered system should highlight the field with required error messages.	
8.	Alerts and early notification on end-of-validity/ expiry of necessary documents should be generated by the system and sent to relevant stakeholders in OIL and Driver partners. The rules of notification will be identified by the Contractor during the solution design phase in discussion with OIL stakeholders.	
9.	The module should identify and highlight the bowsers with documentary non-compliances.(ex: PUC certification expiry, PESO certification expiry etc.) The module should flag such bowsers as not available for allocation.	

E. Data Management Module

S. No	Details	Remarks
1.	The solution should allow historical data to be available in the system for minimum 6 months. Older transactional data should always be available in the system. There will be provision to support archive and restore functions for older historical data.	
2.	The module should allow search in historical database based on key fields like date, bowser reg no., driver name etc.	
3.	The module should offer the functionality to create and manage vehicle and device master. The master should include the mapping of vehicle and devices with associated fields like Vehicle registration no., Vendor name, Capacity, Model, Driver & Helper IDs, Calibration date and next due date etc.	
4.	System should also interface with SAP ERP (ECC 6.0) to access and update the available vehicle master.	
5.	The module should keep track of the validity of the associated documents required for allocation of bowsers. The list of such documents is mentioned in Annexure A.	
6.	The module should maintain an audit trail of changes to data in the system. All records that are changed should be time stamped and logged. Transactions modifying critical data must record an audit trail to identify the user responsible for the modification. The audit trail must operate on nominated tables and data items	

F. Reporting & Analytics Module

S. No	Details	Remarks
1.	The solution should offer standard analytics (ex: overtime analysis, vehicle performance analysis, driver behaviour analysis etc.) based on the data feeds.	
2.	The solution should also facilitate pre-defined MIS reports (Annexure A) based on stakeholder requirements along with industry standard reporting requirements.	

3.	OGPS department at OIL shall have facility to create custom reports on their own for required parameters based on the available data.	
4.	The MIS dashboard shall automatically update the parameters and filters of the displayed data when the user drills-down through visual elements and update the other visual elements accordingly. It shall also enable selection of filters through the visual elements and propagate selection to all visual elements in the MIS dashboard	
5.	Contractor to ensure inbuilt dashboards should have user access hierarchy viz. View, Design, Modify, Admin access to user roles as defined by OIL. Data access to be defined for various roles within each department so that role specific data is visible to them.	
6.	The solution provide OGPS stakeholders with ready access to following metrics as part of daily reports at the least, but not limited to <ul style="list-style-type: none"> • Trip summary • Origin – Destination • Speed Logs • Stoppage Logs • Day-wise summary report • Vehicle-wise summary report • Kilometer report daily vehicle wise etc. • Actual distance (in Kilometers) travelled by the vehicle using the digitized map. • Fleet Summary • Vehicle Status 	
	<ul style="list-style-type: none"> • Speed Violations • Tamper Alert including enroute offloading alert (unless planned / intimated) 	
7.	The MIS display dashboard shall have clickable contextual information related to the metrics being viewed and allows the user to drilldown on contextual information in form of various chart types like Bar Charts, Histograms, Line Charts, Heat Maps, Pie Charts, Grids, Area Charts, Timeline Charts, Bubble Charts, Radar Charts, Scatter Plots, Doughnut Charts, Pyramid Charts etc. as required by DMG.	
8.	The module should leverage generated data points to run analytics model to generate: <ol style="list-style-type: none"> 1) Contract optimization opportunities 2) Demand lookahead for 3 months window 3) Vendor performance 4) Bowser availability 	
9.	The module should allow users upload and download reports in MS Excel formats.	

2.2 Training Requirements

S. No	Details	Remarks
1.	Contractor will be responsible for design & execution of training and capacity building of solution stakeholder for successful implementation and operations of the project.	

2.	Contractor must hold Pre UAT and Post Go-Live training sessions for OIL stakeholders	
3.	The Contractor must hold separate sessions covering all the drivers, operators and OIL executives to train them on the features and functionalities of the solution.	
4.	Contractor must provide training aids like manuals, Trouble Shooting Guide, presentations, exercises specific to each of the above groups and provide softcopies of training material to OIL.	
5.	<p>The Contractor must plan atleast</p> <ul style="list-style-type: none"> • 2 sessions of 4 hours each for training of operators of unloading station and loading station at Duliajan, Digboi and Moran respectively. • 2 sessions of 4 hours each for training of engineers and operators at Bowser Management Office (OCS3) • 2 sessions of 4 hours each for training of drivers and helpers on the process changes and solution functionalities. 	
6.	The Contractor must adopt train the trainer model and impart in-depth knowledge of solution to nominated executives from BMO office at OIL.	
7.	Contractor must provide on-site support and handholding to solution users related to usage of software solution and hardware, as and when required, under the hypercare period of 3 months.	
8.	The Contractor must propose an innovative change management plan over and above the requirements stated as part of scope.	

2.3 Solution Testing Requirements

S. No	Details	Remarks
1.	The Contractor shall design the testing strategy including Traceability Matrix, Test Cases and conduct testing of various components. The testing shall at least include Unit Testing, System Integration Testing, Performance Testing, User Acceptance Testing (UAT), etc.	
2.	The Contractor shall obtain the sign-off from OIL on testing approach and plan (inclusive of Test cases).	
3.	The Contractor will require to carry a user training of 5 representatives from BM&US office, unloading station & loading station operators and drivers each to enable them to carry UAT.	
4.	User Acceptance Test (UAT) shall be carried out by OIL on the deployed solution modules.	

5.	Contractor shall create the test data for the purpose of various types of testing to be carried out. Contractor shall provide test scripts for conducting the UAT.	
6.	The Service Provider shall perform the testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing.	
7.	Contractor shall maintain the test defect logs and shall make these available to OIL or their representatives as per mutually decided frequency.	
8.	Though OIL is required to provide formal approval for the test plan, it is the ultimate responsibility of the Contractor to ensure that the end product delivered meets all the requirements specified by OIL in this RFP.	
9.	Final Acceptance Testing shall include Installation & commissioning of all hardware, software supplied under this RFP including customization & deployment of software solution, hardware, OT devices etc. and it shall also include all documentation related to OIL and relevant acceptance test document (including IT Components, Non IT components).	

2.4 Technical Requirements

2.4.1 Application / Web Portal Requirements

A	TECHNICAL REQUIREMENTS:	Vendor Comments
1.	Contractor needs to provide web application with the necessary communication protocols and should have the capability to real time integrate with the GPS Devices fitted inside browsers, QR	

	scanners (handhelds), mobile application, desktop application etc. The GUI shall be based on standard windows controls.	
2.	Contractor needs to provide mobile application to OIL users and should have similar features as available through Web Application.	
3.	The Mobile Application should be compatible with ANDROID and iOS and must support at least the previous three major Android and iOS releases. User should be able to easily download and install the Mobile Application from the respective App Store for ANDROID and iOS.	

4.	Contractor needs to ensure the mobile application has capability to function smoothly without internet connectivity in offline mode as well. When the internet is available it should auto sync the data with central server. Application should also provide the functionality to the user to manually sync the data.	
5.	Contractor need to ensure that mobile application allows the user login through 2-factor authentication. Mobile number authentication through OTP and login credentials as next step.	
6.	Contractor solution should allow the user view and manage vehicle and device master on the portal (as synced with SAP).	
7.	Contractor solution to provide the functionality for maintaining and managing the on-field devices inventory of vehicles and provide for complete history of device management.	
8.	Web Application should have user friendly vehicle search options and user should be able to easily search vehicle by vehicle number.	
9.	Contractor needs to provide web portal screens for unloading stations to enter bowser details which should be live synced with database server and tracked by the central team. The field values should have necessary screen validations and appropriate error messages highlighting the fields.	
10.	Contractor's solution should have the capability to sync data with SAP ERP software to fetch master details information on bowzers, loading / unloading stations and push back consolidated bowser related details from loading/unloading stations back into SAP.	
11.	Contractor solution to use Transportation and Distribution (TD) module interfaces for integration: - Transportation Planning Interface - Terminal Automation System Interface - Interface for Delivery Confirmation Processing	
12.	Contractor will be responsible to create template, data output etc. and all other necessary information required to be pushed into SAP ERP.	
13.	Contractor needs to ensure SAP integration with BOLD is seamless and data transfer from BOLD to SAP can trigger the required transactions to execute SAP process transactions (Tcodes) as required (for instance: create PO, create Trip etc.)	
14.	Contractor needs to ensure SAP integration with BOLD can populate data from loading/unloading stations so that required tables are populated appropriately in SAP which can further trigger process transactions or workflow as required.	
15.	Contractor needs to ensure summary of bowser information received from loading/ unloading stations as captured in SAP to be displayed in BOLD for approval from required users.	

16.	Contractor needs to ensure the approval workflow in SAP is synced in BOLD application. The approval mechanisms will be required to be created in BOLD application so that relevant users can approve as per their authorization levels.	
17.	Contractor to ensure master data flows in seamlessly from SAP into BOLD application and mappings required as created in BOLD application to make the process easier and automated. (For instance, Tanker registration number with corresponding SAP vehicle number)	
18.	Contractor to ensure all necessary reports data is pulled from SAP into BOLD application so that required reports and dashboards can be created within the BOLD application.	
19.	Contractor to design, develop, implement and deliver any new programs or modifications in existing programs or configurations for SAP-ERP in consultation with OIL. Contractor to also explore existing capabilities in SAP-TD (Transportation and Distribution) component module during implementation and leverage applicable functionalities.	
20.	Due to complex integration with SAP with proposed solution, Contractor to provision for any SAP '_indirect access' license requirements, if applicable.	
21.	Contractor to ensure alerts and notifications are sent to the required users as and when required on BOLD application and mobile app.	
22.	Contractor to ensure standard integration protocol that SAP uses for extending SAP products - Open Data Protocol (OData) is used for integration with SAP. An ISO/IEC-approved OASIS standard that defines best practices for building and consuming RESTful APIs.	
23.	OIL has Microsoft BizTalk server available for integration of SAP with 3 rd party applications. Contractor to leverage this integration medium and propose solution architecture, which is easy, seamless and futuristic.	
24.	Contractor proposed solution architecture should be capable and ready, if any update or upgrade on SAP is planned, during the implementation phase or AMC contract phase. Any modification or development required due to this upgrade; Contractor will be responsible to modify the solution accordingly.	
25.	Contractor will be completely responsible to integrate the solution with all other external 3 rd party services (SMS, E-Mail etc.)	
26.	Contractor needs to ensure, OIL users can access and download all reports and dashboards in pdf, .xls. word format locally on their personal computers.	
27.	The solution should be capable of real-time sync between live data, Contractor should enable automation of data upload from source system and reduce dependency on manual intervention. The values on dashboard should get updated on pre-defined frequency automatically by sourcing required data from various	

	sources.	
28.	Contractor to provide all necessary licensing (software/hardware) required to establish connectivity and integration between SAP and the Contractor proposed Bowser Logistics management solution.	
29.	Contractor to ensure the mobile application can work in low internet bandwidth (2G connections)	
30.	Contractor to ensure the solution is developed using OpenAPI Standards and ensure solution architecture allows integration of data sources in future which might come up as part of digital strategy of OIL.	
31.	Contractor needs to ensure the solution is developed using latest Web Guidelines detailed by Government of India and latest Accessibility Guidelines by Government of India / W3CG.	
32.	Contractor to ensure solution is built using latest visualization tools and techniques to ensure UI / UX is best of the class.	
33.	Contractor to ensure the time lag between the location acquisition (through GPS, etc.) and when it reaches the central team should not be more than 10 seconds.	
34.	User and Access Management: User authorization should be enabled in order to control access to the solution depending on parameters such as user location, user department, role level and designation etc. Once user is authenticated, only approved set of tasks, dashboards etc. should be accessible as per the defined role etc.	
35.	Contractor solution should have the module which will help create different types of new Users. Provide feature of activating or deactivating any user	
36.	Solution should have the ability to define roles to users based on their access rights locations, hierarchy etc. and solution shall be able to segregate users on basis of privileges granted to the users.	
37.	Solution should have the ability to identify and control the state of users that will have the right to log into the application and use it.	
38.	Solution should have the ability to query and filter users that are currently logged in network, and control user login counts and login times.	
39.	Solution should allow for robust password control and recycling of password allotment to OIL users.	
40.	Contractor solution should allow creation of administrative users who can manage the system as System Administrator (SA) & Database Administrator (DBA). Changes done by administrative users have to be captured in an audit trail.	

41.	Contractor will be responsible to ensure that the application services offered provide a mechanism to authenticate and authorize users.	
42.	Solution shall have capabilities to record session logs, 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.	
43.	Contractor will be responsible to provide a mechanism to enable OIL's administrator to create, manage and delete user accounts in the user account directory.	
44.	Contractor needs to ensure all bowser related information like bowser number, incoming / outgoing, quantity of fuel filled, speed of the bowser, etc. is always accessible to OIL central team through web portal and mobile application. The archival policy of data should be as detailed in functional requirements.	
45.	Solution should have the capability to also allow OIL users to manually push alerts and notifications to required individuals across loading/ unloading stations.	
46.	Solution should have the capability to integrate with OIL e-mail servers so that e-mails regarding critical alerts or notifications can be sent from the portal to the required personnel either through defined triggers or, if required, manually by the OIL user.	
47.	Contractor will be responsible to integrate and configure the solution with required OIL servers as and when required. OIL will facilitate the necessary access rights, but the Contractor will be solely responsible for developing and maintaining the interface.	
48.	Solution must have the capability to print out necessary documents such as authorization slips, challans, SES etc in OIL prescribed templates. Solution should also allow these documents to be downloaded on local computers or mobile devices, incase required for emergency purposes (internet is not available etc.)	
49.	Contractor to provide wall-mount TV Screen (55 inches) to view reports/dashboards and real time tracking of fleet position, measuring performance of operational efficiency of vehicle operations through relevant dashboards and reports.	
50.	Contractor will be responsible to install the infrastructure required at the central location along with required manpower and develop the application for GPS tracking of vehicles and display the same.	
51.	Tracking and Map: Contractor to ensure web application tracking module should be integrated with map engine to provide various features such as display of multiple layers of GIS data, user selection for various data layers, zooming, panning, selection, dynamic display, identify and other required features.	

2.4.2 Physical layer Requirements (VTS, QR etc.)

B	TECHNICAL REQUIREMENTS:	Vendor Comments
1.	Contractor will be responsible to maintain all hardware components throughout the contract time period and ensure all data is received as per solution architecture at the central hub.	
2.	Contractor needs to maintain enough spares of all hardware components so that agreed SLAs are always adhered.	
3.	Contractor will be responsible to install QR codes on bowzers to enable monitoring and tracking at loading / unloading stations. Indicative specifications for the QR code are mentioned under minimum specifications.	
4.	Contractor needs to ensure data sync of all data / touch points is in real-time with cloud deployed servers and the according information is visible in mobile and web applications to OIL users for their action.	
5.	Contractor needs to ensure the QR codes scanning facility is available on the mobile application so that once the bowser is at loading / unloading station entry / exit can be easily monitored.	
6.	Contractor needs to ensure that if the GPS data is not available for a brief time period during transit, due to link between cloud server and GPS is down, the buffered data should be pushed back to the server once the connection is established back with the cloud server.	
7.	Contractor to ensure the system shall provide an audit trail function that is intended to record all permanent changes in data configured by system operators. The audit trail shall record permanent changes made to the configuration database by manual operator data entry, import/export or other system controlled devices, such as portable data entry devices. Temporary changes, such as running a report, and querying the cardholder database need not be recorded by the audit trail function.	
8.	Contractor to ensure all changes made in the application, data base or at any other place in the System shall be logged and shall be part of audit trail	

2.4.3 Network & Security Requirements

C	TECHNICAL REQUIREMENTS: Network and Security	Vendor Comments
1.	Solution shall have capabilities for admin to provision and deprovision user access to users thus add/remove/modify users accessing the automation solution.	

2.	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 Contractor.	
3.	Solution shall support encrypted storage pattern. The Encrypted Storage pattern provides a second line of defense against the theft of data on system servers	
4.	Solution shall support SSL, HTTPS and session timeouts. It should have Single-Sign-On (SSO) capability and the login credentials should be synced up with Active Directory	
5.	Contractor to ensure user should be able to access all the functionalities of proposed solution through OIL network.	
6.	Contractor will ensure that services offered under support encryption algorithms like AES256 or higher.	
7.	Contractor to ensure when the user connects to the solution on cloud, the connection is established via a secured SSL (https) link.	
8.	The solution based on BPM (business process management) platform should comply to workflow standards: BPMN, BPEL and WPMC	
9.	Solution shall support network address blacklist pattern to keep track of network addresses (IP addresses) that are the sources of hacking attempts and other mischief. An IP range to be allowed to access the deployed solution, required firewall settings, access to incoming/outgoing data from the solution to Oil network is to be configured by Contractor. OIL IT team will support and provide all necessary rights and access into Oil network to the Contractor.	
10.	Contractor 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	
11.	Contractor 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.	

12.	<p>Contractor needs to ensure that the CSPs facilities/services are certified to be compliant to the following standards:</p> <p>ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards</p> <p>ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology</p> <p>ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds.</p> <p>ISO 20000-1 – NOC and SOC facility must be within India for the Cloud Environments and the managed services quality should be certified for ISO 20000:1</p>	
13.	Contractor will be responsible for provisioning, installation, configuration, management, monitoring of security services as per the requirements of OIL.	
14.	Contractor will be responsible to maintain and manage access control with Network Security Group and identify any security configuration gaps	
15.	Contractor will be responsible to conduct security / risk assessment, implementation of Multi-Factor Authentication Services and perform comprehensive application security checks.	
16.	Contractor needs to deploy security patches on hardware and software regularly and take regular backups of security configurations.	
17.	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.	
18.	Contractor 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 Contractor will provide all necessary details related to firewall, routers, switches etc. All network related changes required at CSP end will be entirely Contractor's responsibility.	
19.	Contractor should ensure an uptime of 99% for the solution. Contractor 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.	
20.	Contractor to provide secured access to the Bowser Movement Solution portal by OIL employees on public cloud through either point to point connectivity or IPSEC tunnel or other connectivity methods. Contractor to ensure the data during transit is secured and users can access the portal without any connectivity issues.	

21.	Contractor will ensure that services offered under cloud deployment model provide tools / capability for encryption of data-at-rest, data-in-processing and data-in-transit. Contractor will ensure that data security of OIL data on the CSP platform is always maintained and intact. There cannot be any data breach on the CSP OIL network or server. All necessary precautions required are to be taken by the Contractor.	
22.	Contractor 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.	
23.	Contractor 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.	
24.	Contractor will conduct Security / Risk Assessment audits at regular intervals (6 months) and submit the report to OIL	
25.	Contractor needs to implement Multi-Factor Authentication Services with comprehensive application security	
26.	Contractor to ensure cloud solution offered to OIL shall have inbuilt functionality to integrate with existing authentication mechanisms like Active-Directory.	
27.	Contractor will be responsible to implement, manage and monitor DDoS, IPS, IDS technology and solutions to ensure the security of Cloud Services procured. Installation, Configuration, Implementation and management of Log Analyzer.	
28.	Contractor 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.	

Hardware / Cloud Requirements

D	TECHNICAL REQUIREMENTS: Cloud Requirements	Vendor Comments
1.	Contractor should propose a solution that is ready to be deployed on public cloud. 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.	Contractor to adhere to the guidelines detailed by Government of India (available at https://meity.gov.in/content/gi-cloudmeghraj) for selecting a cloud service provider and SI partner for OIL India	
3.	Contractor will provide and maintain the cloud services for OIL, in partnership with selected cloud service provider (CSP)	
4.	Cloud services shall only be offered from Data Centers audited and qualified by STQC under the Cloud Services Empanelment process.	
5.	The Contractor shall provide complete details of terms and conditions of sub-contracting agreement with the cloud service provider for hosting the Bowser Movement solution.	
6.	Contractor should provide cost of cloud infrastructure and related services based on the system requirements and assumptions mentioned in the technical specifications as part of commercial bid for evaluation purpose. However, payments related to cloud services will be based on actual consumption as mentioned in the payment milestones.	
7.	Contractor will be responsible to setup, configure, data integration with OIL software/hardware, regular performance checks and maintenance of cloud service provider (CSP) server hardware, software and services. The Contractor should provide regular CSP services consumption billing details along with invoices raised as part of maintenance contract.	
8.	Contractor to ensure cloud cost optimization as per the usage of the servers by OIL. When the servers are not required (dev/test etc.) Contractor should ensure that cloud servers are shut down and that OIL is not charged for idle usage.	
9.	Contractor will be responsible to offer OIL with applications running as a service, along with its security, network, storage requirements, upgradation of application, its maintenance and performance.	
10.	Contractor to ensure CSPs shall make VMs receive OS patching, health checking, Systematic Attack Detection and backup functions on regular basis.	
11.	Contractor to ensure that services offered under cloud deployment 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.	

12.	Contractor will control and manage the tools provided by the CSP. Provisioning, Installation, Configuration, Management, Monitoring of Security Services as per the requirements of OIL. Contractor will also maintain and manage access control with Network Security Groups, NACL and routing tables and identify any security configuration gaps.	
13.	Contractor will ensure that services offered under cloud deployment are enabled with data loss prevention tools and capability to monitor data flow.	
14.	Contractor to monitor VM up/down status and resource utilization such as RAM, CPU, Disk, IOPS and network so that OIL only pay for required resources.	
15.	OIL shall retain ownership of all virtual machines, templates, clones, and scripts/applications created for OIL. OIL retains the right to request (or should be able to retrieve) full copies of these virtual machines at any time.	
16.	OIL retains ownership of loaded software installed on virtual machines and any application or product that is deployed on the Cloud for OIL	

2.4.4 Hardware Requirement & Specifications

1	GPS Tracker Devices	One unit / Bowser
2	Laser Printer	1 unit per Unloading Station
3	Portable Printer (Thermal BT Printer)	1 unit per Loading station
4	Desktop	1 unit per Unloading Station
5	Handhelds for Operators	1 unit per Loading and Unloading Station Installations
6	Smart Phones for Security Personnel	1 unit per Loading and Unloading Station Installation
7	LED Screen (55") for BMO Office at OCS#03	1 unit
8	UPS	1 unit per Unloading Station
9	QR Code Label	2 unit per Bowser

Note: Provisioning SIM Card connections to the handhelds will be in OIL's scope.

1. GPS Tracker Devices

	Bidder must specify make and model (OEM documentation must be submitted)	
1.	Operating conditions	-15 C to +75 C

2.	Backup capacity	Minimum 800mAH
3.	Input Voltage range	10V-30V
4.	Sensitivity Tracking	Maximum -162 dBm
5.	Accuracy	Maximum 3 m
6.	GSM	GSM 850 / 900 / 1800 / 1900 MHz
7.	Interface	2 Status LEDs USB Port
8.	Compliance	Outputs as per NMEA 0183 / AIS 140
9.	IP Rating	Water Resistance & Dust Resistance Test: IP55/IP56/IP65/IP66 or higher
10.	Features	a) Geofencing b) Unplugged detection c) Crash detection

2. Laser MFP

	Bidder must specify make and model (OEM documentation must be submitted)	
1.	Printer Type	A3 Monochrome laser MFP
2.	Function	Print, Copy, Scan
3.	Print Speed (A4)	Min.25 ppm, A4
4.	Printer Resolution (Quality)	Min. 600 x 600 dpi
5.	Memory	Min. 256 MB
6.	Network Standard:	1000Base-T/100Base-TX/10Base-T
7.	USB	Minimum 1 USB 2.0 or higher
	SCAN	
8.	Color Scanning	YES
9.	Scan Resolution	Min. 600x600 dpi
10.	Scan File Formats	JPEG, PDF (Minimum requirement)
11.	Min. Scan Area on Flatbed	A4
	COPY	
12.	Copy Speed Black	Min.25 cpm, A4
13.	Copy Resolution	Min.600 x 600 dpi

14.	Power	200-240V
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3. Portable Printer

	Bidder must specify make and model (OEM documentation must be submitted)	
1.	Printer Type	B/W THERMAL LINE PRINTING
2.	Characters Per Inch	minimum 16.9 cpi
3.	Roll paper width	Roll paper: 79.5 ± 0.5 (W) × Dia. 83
4.	Interface	Built-in USB or Ethernet interface or Bluetooth
5.	Power	Supply Voltage DC + 24 V ± 7 %

4. Desktop

	Bidder must specify make and model (OEM documentation must be submitted)	
1.	CPU	Latest Generation Intel Core i7, minimum 2.0 GHz, 4MB Cache or better/AMD Equivalent
2.	Memory	Minimum 16 GB RAM
3.	Monitor	Minimum 21-inch LED HD Digital Color Monitor. (Monitor and CPU must be from the same OEM.)
4.	Hard Disk	Minimum 1 TB
5.	Keyboard	English USB keyboard
6.	Mouse	2 button optical USB scroll mouse with mouse pad
7.	Power Supply	Should be capable to support fully configured PC
8.	Operating System	Microsoft Windows 10 or latest

5. Tablet – Handheld

	Bidder must specify make and model (OEM documentation must be submitted)	
1.	Handheld	Intrinsically safe industrial grade tablet
2.	Battery Life	Minimum 4000 mAH
3.	Screen Size	Minimum 10 inches
4.	Hard Disk Size	Minimum 64 GB
5.	CPU & Wireless	quad-core, minimum 1.6 GHz
6.	Location	GPS / GLONASS
7.	Memory	Minimum 4 GB
8.	Cameras, Video and Audio	Rear facing with 5.0-megapixel resolution or higher
9.	Operating System	Windows or Android
10.	Display	Screen: minimum 10” Full HD Plus, Resolution: minimum 1920 x 1200
11.	Touch Screen	Capacitive touch: Multi-touch
12.	Sensors	Minimum Ambient light sensor and e-compass
13.	Standard I/O	Minimum 1 x Micro USB/Type C USB/USB
14.	WLAN/Bluetooth	IEEE 802.11a/b/g/n/ac, Bluetooth® v4 or above
15.		Dedicated SIM card slots / GSM support, 4G LTE multi-device broadband.
16.	IP Rating	IP 64 or higher
17.	Accessories	Chargers, Cover, etc

6. Smart Phone - Handheld

	Bidder must specify make and model (OEM documentation must be submitted)	
1.	Handheld	Enterprise grade / Rugged handheld
2.	Battery Life	Minimum 4000 mAH
3.	Screen Size	Minimum 6 inches
4.	Hard Disk Size	Minimum 32 GB
5.	CPU	quad-core processor
6.	Location	GPS / GLONASS
7.	Memory	Minimum 4 GB
8.	Cameras, Video and Audio	Rear facing with 5.0-megapixel resolution or higher

9.	Operating System	Android
10.	Display	Minimum 1280 x 720
11.	Touch Screen	Capacitive touch: Multi-touch
12.	Sensors	Ambient light sensor
13.	WLAN/Bluetooth	IEEE 802.11a/b/g/n/ac, Bluetooth® v4
14.		Dedicated SIM card slots/ GSM support, 4G LTE multi-device broadband
15.	IP Rating	IP 64 or higher
16.	Accessories	Charger, Industrial grade hard cover, etc

7. LED TV

	Bidder must specify make and model (OEM documentation must be submitted)	
1.	LED Screen (55")	<ul style="list-style-type: none"> • Minimum 55 Inches • 3840x2160 Pixels or higher • Minimum 1 USB, 1 HDMI port.
2.	Accessories	<ul style="list-style-type: none"> • Wall mount kit. • Power cable. • HDMI cable.

8. UPS

	Bidder must specify make and model (OEM documentation must be submitted)	
1.	UPS	<ul style="list-style-type: none"> • UPS with load capacity of minimum 600VA • Automatic Voltage Regulation • Suitable for Indian Power Condition • Battery Type 7.5AH Maintenance-free • Visual (LED) and audible alarms • Output Voltage / Frequency (On battery) 230V +/-8%, 50 Hz +/-1Hz • Input Voltage / Frequency 230V / 50 Hz

9. QR Code Minimum Specifications

1.	QR Codes to be pasted on Bowser	<ul style="list-style-type: none"> • To be preprinted on laminated matte white polyester sheet and waterproof. • To be pasted on bowser windshield (or where directed by OIL) using
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		special adhesive for plastic/ metal/ glass surfaces used for automotive application. <ul style="list-style-type: none"> • Resistant to harsh outdoor weather • Service temperature range: 0 Deg Celsius to 45 Deg Celsius • Size: minimum 8" * 8"
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Note: At the time of delivery, if the quoted models become obsolete, the bidder may supply latest product with same or higher specifications at the same quoted price.

2.5 Annual Maintenance Contract

The selected Contractor shall be responsible 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 contractor after Go-LIVE.

	MAINTAINABILITY REQUIREMENTS
1.	Contractor must provide software upgrades, updates, software enhancements during this period at no extra cost to OIL within two (2) weeks from the date of release. In case of any issue which cannot be sorted out through correspondence, OIL may ask for on- site advice of the expert at no extra cost to OIL. The Contractor shall depute such expert and the dates and duration of his/her visit may be decided mutually
2.	Contractor to provide warranty as period of 1-year post go-live support after successful installation and commissioning. This will be considered as part of the overall software license and implementation cost. Contractor must agree to provide complete maintenance and support of complete solution from the date of Go-Live.
3.	The AMC (Annual Maintenance Contract) period will be of 3 years (further extendable by 1 year) and will begin from 2nd year onwards after the expiry of 1-year warranty period. The Contractor shall provide software upgrades/updates and necessary maintenance during AMC period at no extra cost to OIL
4.	Payment against AMC charges will be paid on quarterly basis on completion of every three months AMC period
5.	AMC charges for the 3+1 years will also be considered for commercial evaluation and needs to be submitted in the format mentioned under schedule of rates section.
6.	Contractor to ensure proactive detection and removal of any virus that may affect the computing, storage, applications, hand devices, tracking systems and any cloud infrastructure. The vendor is to use detection tools, keep the tools current, support the users in the recovery process if infected, remove root causes for potential future infection and to report to OIL on all incidents and actions to prevent future infections.
7.	Contractor to attend handheld, QR codes, vehicle tracking system related problems and resolve them by repair/ replacing the spare or by providing a standby. Contractor should also perform periodic preventive maintenance on handhelds supplied.
8.	Contractor to note that the hardware - handheld, handphones, QR codes, vehicle tracking system may require to be shifted / moved from one tanker / location to another tanker / location. Contractor will be responsible to perform these activities and ensure the hardware after relocation is up and running with business restored as usual.

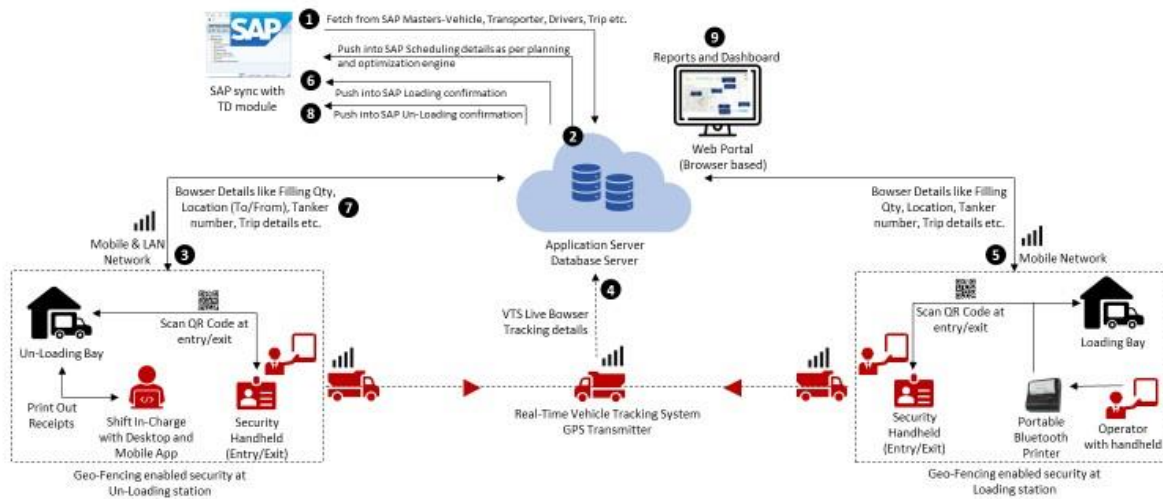
9.	Contractor will be responsible to remove bugs that are already identified/ will be identified during the contract period.
10.	Contractor to share the list of already identified bugs at the time of sharing the LOI during the Go-LIVE phase. Tickets raised against these bugs must be resolved by the Contractor in a timely manner as per defined SLAs
11.	Contractor 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.
12.	Contractor will ensure as and when required Contractor would perform data validation/ correction to enable easy and convenient user experience of frontend of mobile app and application portal. The selected Contractor 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
13.	Contractor to share by preparing and submitting relevant application metrics with OIL such as Installs, Uninstalls, Active Users, Crashes etc. on a regular basis, Contractor will promptly diagnose and fix the issues reported on priority.
14.	Contractor to ensure adherence to SLA, provide SLA monitoring tool, adherence dashboard to OIL for evaluation of different service level parameters.
15.	Contractor will update training, user manuals etc. on a regular basis and provide training to designated members of OIL production/ IT team, if required.
16.	The Contractor should maintain contact with OIL's personnel for any assistance/guidance on technical issues pertaining to the solution, through telephone, e-mail, letter and fax. In case of any issue which cannot be sorted out through e-mail etc., OIL may ask for on-site advice of expert at no extra cost to OIL. The party shall depute such expert and the dates and duration of his/her visit may be decided mutually.
17.	Contractor shall conduct standard maintenance activities like service packs, updates and upgrades without impact on business. Any update requiring system downtime, Contractor 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.
18.	Contractor shall provide software updates or other mitigating controls when vulnerabilities are discovered as part of regular health check.
19.	Contractor shall configure, customize & maintain the following as per OIL requirement during the AMC period. <ul style="list-style-type: none"> ▪ User Interface ▪ SAP Integrations ▪ Workflows ▪ Business/decision rules ▪ Reporting hierarchy

	<input type="checkbox"/> Version Management & Rollbacks & so on.
20.	Contractor 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.

21.	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.
22.	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 remediations of identified vulnerabilities. Contractor 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.
23.	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.
24.	Contractor is responsible for both planned and unplanned shutdowns. In case of a planned shutdown, Contractor needs to get approval from OIL team and convey well in advance of the system downtime. The downtime window will be conveyed by Contractor and scheduled maintenance will be carried out during that time period only. Contractor will up the system with business as usual conditions within the downtime window.
25.	System shall have the facility for taking backup of all data whenever required. The frequency of data back-up will be decided by Contractor 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 Contractor.
26.	Contractor 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 Contractor. The OIL team will log a ticket into the portal provided by the Contractor and the same shall be tracked as per the SLA section.
27.	Contractor to ensure regular backup of application and database servers as per department needs are done. The frequency of backup will be decided as per discussions with the OIL IT team.
28.	Contractor needs to ensure solution back up of OIL data with the help of Files & Images: Frequency for full backups and incremental backups Databases and log files: Frequency for full backups and incremental backups
29.	Contractor 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, Contractor will be responsible for administration, tuning, optimization, planning, maintenance, and operations management for backup and restore.

	Exit Management / Transition Out Phase
30.	Contractor will be responsible to migrate the VMs, data etc., and should ensure decommissioning of data from the existing VMs. Contractor needs to ensure migration of the VMs, data, content and any other assets to the new environment (on-premise or private cloud) or on alternate CSP's offerings and ensuring successful deployment and running of the OIL's solution on the new infrastructure (on-premise or private cloud) by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to OIL supplied industry standard media.
31.	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.
32.	Contractor shall clearly provide the exit plan from the cloud service provider ensuring minimum impact to the deployed solution.
33.	Contractor 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.
34.	Contractor needs to address and rectify the problems with respect to migration of the OIL's application and related IT infrastructure during the transition
35.	Contractor needs to train and transfer the knowledge to OIL and ensure similar continuity and performance of the Services post expiry of the contract.

2.6 Solution Reference Architecture (Indicative)



Note: This is an illustrative technical reference architecture for the proposed solution. Any changes/deviation from this architecture should be described in detail with response to this proposal document

2.7 User Requirement (Indicative)

Sr. No.	Element	Number
1.	Number of Bowsers	130
2.	Number of Unloading Station Installations	03
3.	Number of Loading Station Installations	14
4.	Number of Unloading Station Operators (unique users)	09 per shift
5.	Number of Loading Station Operators (unique users)	28 per shift
6.	Number of Unloading Station Security Personnel (unique users)	3 per shift
7.	Number of Loading Station Security Personnel (unique users)	14 per shift
8.	Number of Installation Managers (unique users)	20
9.	Number of BM&US Office Staff	10
10.	Number of BM&US Executives	10
11.	Number of IT Executives	10

12.	Number of Contractors	29
13.	Number of Bowser Drivers	130
14.	Number of trips made by bowsers per day	~150 trips per day

Note: The Contractor must assume a tolerance of 15% in above mentioned number of user and design the overall solution accordingly. The value quoted in price bid for annual software licenses must stay firm for the abovementioned users' breakup with a tolerance of 15%. In case of user base growing beyond the tolerance level, the Contractor is allowed to revise the price of annual software licenses with due sign-offs from OIL stakeholders.

3 Key Implementation Steps and Timelines

Phase	Activities	Completion Timelines
Project Kick-Off	Not later than 1 week from official start date of project.*	Submission of Kick off Presentation document (T0)
Solution Design and Build	Solution Blueprint Design & Sign-Off	4 Weeks from T0
	Setup of on-premise hardware & cloud infrastructure for software development & installation (test and development)	6 Weeks from T0
	Installation and commissioning of other hardware elements of BoLD project (summarized in section 2.4.4) & setup of the control center	10 Weeks from T0
	Solution configuration, workflow customizations and system integrations	16 Weeks from T0
Solution Testing	System integration testing (SIT) & SignOff	18 Weeks from T0
	UAT assistance, bug fixes and UAT Sign-Off	20 Weeks from T0
Training & Handover	Conducting user training and change management for supplier and OIL stakeholders	22 Weeks from T0
Go-Live	Go-Live of end-to-end solution in production system	24 Weeks from T0
Post Go-Live Support	Provide on-field solution support and care to users on deployed solution	Continuing for 3 months post Go-Live
1st year of Solution Warranty	1 year of complimentary solution support and maintenance (Section 2.5)	Ongoing for 1 year after end of post GoLive Support
Maintenance & Support	Providing maintenance & support services as defined under Annual Maintenance (Section 2.5)	Ongoing for 3+1 years post warranty period

4 Manpower Requirement

Role	No	Experience and Qualification
Project Manager	1 (One)	<ul style="list-style-type: none"> Sr. Manager level with total 10+ years of experience as Project Manager / lead / head in deploying logistics control tower solution out of which 5+ years in Projects involving logistics demand modelling, control tower operations, vehicle planning, allocation and monitoring, study of logistics operations/traffic operations in urban corridors and transport projects for clients in India and abroad. He should have been an employee of the Contractor for at least last one year. Project Manager should be deployed on the project full time and should take care of the timeliness and quality of the solution delivery.
Technology Architect	1 (One)	<ul style="list-style-type: none"> Bachelor's degree in Computer Science, Engineering or related discipline. 8+ years of experience in software development and architecting solutions. Industrial and programming experience with designing technical architecture for route planning/ optimization/ travel demand modelling solution for transport projects with experience of hosting the solution on cloud. Should have experience of sourcing data from SAP ECC 6.0 on standard database and ability to link data between tables, create efficient SQL queries and design scalable data models for planning and optimization. Should have been an employee of the Contractor for at least last one year. Technology Architect should be deployed on the project full time and should provide the development team with architectural blueprints to follow and take care of the quality of the solution delivery.
SAP consultant	1 (One)	SAP consultant who has minimum 7+ years of experience in managing and maintaining SAP SD and TD modules. Should have experience in developing integration programs with third-party applications using ODATA services via PI/PO , Microsoft BizTalk or other integration mediums. He should also have experience in developing batch programs using ABAP code for data sync, trigger Tcodes and establish live integration.
Developers	Contractor to Propose	5+ years of work experience after Bachelor's degree in IT sector/software development and implementation involving data management system, live GPS tracking tool, design of control center and setup, design of data base and reporting etc.

QA Engineer	Contractor to Propose	5+ years of work experience in QA experience in projects testing involving live tracking tool, build test cases of data base management system data mining, MIS Reporting, system design of IT project where interaction of control center with live data collection is involved. Should have experience in manual, automation, load and penetration testing.
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5 Payment Milestones & Schedule

S.No.	Major Heads	Payment Schedule (% of quoted price)
Implementation Services		
1.	Submission of solution blueprint design and technical documents for software application modules (Architecture, DB design, Test Plan etc.) and sign-off	25% of the implementation services cost (line item 3 of price bid)
2.	System integration testing (SIT), User Acceptance Testing & Sign-Off	25% of the implementation services cost (line item 3 of price bid)
3.	Successful Go-Live of the end-to-end solution	25% of the implementation services cost (line item 3 of price bid)
4.	Completion of 3 months of post Go-Live support	25% of the implementation services cost. (line item 3 of price bid)
Hardware supply & commissioning cost		
1.	Successful SAT (site acceptance test)	80% of the hardware cost as quoted in line item 2 of price bid.
2.	Successful Go-Live of end-to-end solution	20% of the hardware cost as quoted in the line item 2 of price bid.
Cloud Infrastructure Cost		
1.	On implementation of cloud infrastructure and all other associated services with necessary system integrations	Cloud services cost on quarterly basis
Software Licenses Cost		
1.	Provision of software licenses for annual consumption post solution Go-Live	100% of the annual license fees as quoted in the commercial bid (Line Item 1)
Annual Maintenance Cost		
1.	Quarterly payment of annual maintenance fees	25% of the fixed annual maintenance fees every quarter.

NOTE:

- 1) Payments shall be made by OIL after obtaining deliverables linked to payment milestones and a no-objection certificate from OGPS key stakeholders regarding the deliverables being performed to their satisfaction further subject to any deductions.

6 Service Level Agreement (SLA)

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 Contractor to OIL India Limited for the duration of this 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 Contractor 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 Contractor. SLA defines the terms of the Contractor'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 Contractor 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:

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

Note: Contractor is also required to note that in case of SLAs not being made applicable for cases considered as –beyond the control of Contractor, the Contractor 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 Contractor doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

6.1 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:

S. No	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: $\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$
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 Contractor, getting the confirmatory details about the same from the Contractor and conveying the same to the end user), the services related troubles during the first level escalation.
8	Incidence Resolution	<p>Resolution of incidence as per below priority levels:</p> <ul style="list-style-type: none"> • P1 (Critical): Impacting Application/Database servers, handheld 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. • P2 (High): 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 • P3 (Medium): 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 • P4 (Low): 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

		<p>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</p> <ul style="list-style-type: none"> • P5 (Very Low): Error/failure which has very low business impact but is required to be addressed so that it is resolved in near future. For ex: Handheld device needs to be repaired or fewer number of spares left etc. The defects/errors/issues for which the Contractor is dependent on OEM and the same must be procured from outside the country 		
		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

6.2 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.

6.3 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	Service Level Requirement	All the deliverables defined in the contract must be submitted on-time on the date as mentioned in the contract with no delay
2	Measurement of Service Level Parameter	To be measured in number of weeks of delay from the timelines mentioned in the section –Project Timelines and –Payment Milestones
3	Penalty for Nonachievement of SLA Requirement	<p>Any delay in the delivery of the project deliverables (solely attributable to Contractor) 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.</p> <p>If the liquidated damage reaches 10% of the total contract value, OIL may invoke termination clause.</p>

6.4 Post-Implementation Phase

1. 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.
2. Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from OIL or through the Performance Bank Guarantee.
3. The upper limit of penalty would be capped at 10% of the AMC contract value for each quarter. In case the calculated penalty crosses 10% penalty of the AMC 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 AMC contract value
4. Where SLA measurement is done on a monthly basis, sum of Liquidated Damages associated with each month shall apply for the quarter.
5. Performance Liquidated Damages shall be levied for not meeting each SLA.
6. Breach of SLAs target shall result in various severity level based on the business impact the component causes to services.
7. 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
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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%

7 Special Conditions of Contract

7.1 Site Visit

- a. Contractor is advised to visit and examine the site of works and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Contractor.
- b. Contractor or their authorized representative may visit the site shortly after the award of contract for finalization of implementation related documentation for OIL's approval.

7.2 Mobilization

- a. Contractor must mobilize the contract within 15 (fifteen) days from the date of receipt of Letter of Award (LOA). The contractor needs to submit the complete list of their key personnel's for execution of the contract along with their IME/PME reports, credentials. Labour Clearance/Labour Licence along with the group insurance to be submitted prior to mobilization. Work order will be issued once the mobilization pre-requisites are completed and the work order date will be the actual date of the start of the contract. Failure to complete the mobilization within 15 days from the date of issue of LOA Liquidated Damage clause will be applicable as per General Conditions of the Contract(GCC).

7.3 Documentation

- a. Contractor must provide necessary documentation (Software Requirement Specifications Document, Functional Document and Technical Document) of the project to OIL.
- b. The entire solution developed should be the property of OIL and property rights need to reside with OIL.
- c. As and when required by OIL, proper handover of the application (in operational state) should be given to OIL.

7.4 Definitions

- a. —Hardware refers to all hardware including cloud hosted server, compute, storage, handheld devices, back-up solutions, back-up server, networking etc. as well as any other peripherals as mentioned under section technical specification.
- b. —Software refers to all necessary software required for the bowser logistics digitalization solution implementation and to run the solution in a secured manner. Software includes all operating software as well as application software as mentioned under section terms of reference and technical specification.
- c. "Certificate of Completion" means certificate issued by the Company to the Contractor stating that the firm has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- d. —Warranty Period refers to a period not less than twelve (12) months after successful installation and commissioning. Warranty period will commence only after installation and commissioning of the solution defined in the scope of work and formal sign-off on the Go-Live by OIL India.

7.5 Personnel to be deployed by Contractor:

- a. Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently. The Contractor shall deploy resources at the client site in Duliajan for configuration, customization, development, testing, implementation etc. of the operator rounds. The project shall be deemed to begin once resources report at the client site. All related expenses to be borne by the Contractor.
- b. The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon OIL's written request, Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by OIL to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- c. The Contractor shall be solely responsible throughout the period of the contract including the installation and commissioning phase for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/ field site, enroute/ local boarding, lodging & medical attention etc. OIL shall have no responsibility or liability in this regard. However, OIL shall provide available medical assistance/facilities to Contractor's personnel in case of emergency at its own establishment on chargeable basis.
- d. Contractor's key personnel shall be fluent in English language (both writing and speaking).
- e. Contractor to ensure that the proposed CVs for the project are on Contractor's payroll for the last one year atleast from the original bid closing date.
- f. Contractor to ensure that profiles submitted along with bid should be deployed for complete project delivery. In case of any deviation from this mandatory requirement it must be approved by OIL.
- g. Contractor will also provide 2 additional CVs during bid submission for the role of Project Manager and Technology Architect, which will act as back up for the primary key personnel approved for this project. These additional CVs should meet the manpower requirements as listed in **Section 4** to execute the project successfully.
- h. Contractor must not change the key personnel deployed during installation and commissioning of the solution. Key personnel cannot be changed during the tenure of the Contract, especially during design, development and testing phase except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval by OIL.

7.6 Obligations of Contractor:

- a. 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 cover all its obligations under the contract.
- b. Contractor shall give or provide all necessary supervision for performance of the services during and after design, development and thereafter within the warranty period as OIL may consider necessary for the proper fulfilling of Contractor's obligations under the contract.
- c. The Contractor will be fully responsible for any unauthorized imports or wrong declaration of goods and will have to pay the penalty and other consequences as levied by the port/customs authorities for such unauthorized imports.
- d. The Contractor shall bear all expenses on account of repair/replacement of all their materials, equipment etc. consequent upon any damage/loss/non-performance during services implementation.

7.7 Role of the Contractor under project

- a. Contractor shall develop a Project Management Plan for the BOLD Project. The Project Management Plan at a minimum, shall detail all tasks related to the implementation of BOLD and for each task, the task/ person/ effort resource allocation. This information shall be provided in the form of a detailed Gantt Chart.
- b. Contractor shall identify, analyze and evaluate the project risks, and develop cost effective strategies and action plans to mitigate those risks. Contractor shall monitor report and update the project risk profile to OIL on pre-defined frequency.
- c. The Contractor must supply and maintain software licenses, provision cloud infrastructure, handhelds, other on-premise hardware and render services of design, development, system integrations, commissioning the solution and imparting trainings as per the scope of work. All services rendered as defined under the scope shall be done at FHQ, Duliajan, Assam unless approved otherwise by OIL.
- d. All hardware & software procured should be from authorized OEMs with license, support and warranty for the complete project/contract period or as specified otherwise.
- e. 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.
- f. The Contractor is expected to Procure, Supply, Install, and Commission and maintain all necessary hardware, software and other items required during the complete project / contract period as mentioned in the RFP document.
- g. The Contractor should provide location wise complete Bill of Material (BoM) with detailed specifications to be procured and installed at OIL. These assets should match with the list of BoM at the time of transferring of project assets due to completion/abandon of the project implementation.
- h. Hand over all the project assets/material to OIL in working & operational condition at the end of the project duration.
- i. The items & quantities mentioned is minimum for this project, but it is the sole responsibility of the Contractor to perform the appropriate sizing of all required items to make this project objectives to be achieved and meet out the SLA requirements. j. The Contractor should:
 - i. Keep a watch on the health of the system to ensure minimum downtime of each of the component/equipment.
 - ii. Keep sufficient reserve stock of hardware elements deployed at field and browsers. Maintain and upgrade the software components of the system to provide best possible results.
 - iii. Conduct preventive maintenance in a scheduled manner and during off-peak hours.
 - iv. Conduct corrective maintenance within stipulated time period as defined in Service Level Agreement (SLA).

- k. Contractor should provide all assistance and support in ensuring Integration of all the components and modules of the solution established at OIL, in which monitoring & all other works related to operations, monitoring, maintenance, support and training should be carried out.
- l. The Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect. Contractor must take complete responsibility of all safety aspects and adhere to OIL safety norms during the contract duration of the project.

7.8 Confidentiality

- a. Contractor agrees to be bound by professional secrecy and undertake to keep confidential any information obtained during the execution of the project and to take all reasonable steps to ensure the Contractor's personnel likewise keep such information confidential.
- b. This obligation shall keep in force even after the expiry of the contract period and until such information will be disclosed by OIL.

7.9 Other Conditions

- a. OIL reserves the right of scaling up the solution users over the period of contract. Commercial implication of additional users beyond the tolerance limit defined under section 2.7 on annual software license fees needs to be presented by the Contractor and approved by OIL. The newly procured licenses of the software for additional users will also be covered under AMC in same terms and conditions as stated in this tender document.
- b. OIL reserves the right of procuring any of the hardware at mutually agreed rates, not more than the quoted rates of the Contractors' offer, within five (5) year from date of Go-Live of the solution and governed by the same terms and conditions as stated in the contract.
- c. The commercial implication of increase in user licenses and additional data exchange on the cloud infrastructure services needs to be presented by the vendor and has to be approved by OIL.
- d. The Contract price and unit rates shall remain firm and fixed during the execution of the Contract and not subject to variation on any account.
- e. All payments will be made directly to the Contractor against invoices raised by the Contractor along with supporting documents and at timelines prescribed under section of payment milestones.
- f. Contractor is responsible to manage and settle the operating expenses and other related expenses as mentioned in the SOR on behalf of OIL in the duration of the contract.
- g. The Contractor will assign a Project Manager with single point responsibility for the entire project cycle. Any issue regarding the project design or implementation related issues shall be addressed by this Project Manager.
- h. The Project Manager deployed on the OIL Project by the vendor must be designated to liaise with OIL for regular interactions, progress review and issue resolution
- i. Project Manager to adopt recognized project management methodology to oversee and manage the complete delivery and coordinate all sub-elements of the project and manage overall project GANTT chart, RACI chart, Communication plan, Risk plan and HSE plan.
- j. Project Manager with his team will manage the solution implementation and delivery including
 - o Install, test, integrate and document the technology used in the project.
 - o Provide walk-thru, acceptance and sign-off on technology.
- k. The Project Manager will also arrange for the fortnightly meeting with OIL representatives at Duliajan for the project execution status and future plan. The minutes of the meeting duly signed by the Contractor and OIL representatives need to be documented properly.

Stock Position of different installation for allotment of bowser: Month : JUNE-2020

Asset	Name of Installation	Opening stock (KL)	Production rate (KL/PD)			Water Cut(%)	Bowser Loaded (KL)	Closing Stock (KL)	Bowser Requirement	Bowser Requirement for Production upliftment	Plan Allocation for next day	Bowser Allotted			Total Capacity (KL)	Dead volume (KL)
			OIL	WATER	TOTAL							IN at Loc	Allocation	Total		
CA	DIAN					#DIV/0!					0	0	0	0	210	70
	TAJ	177	156	8	164	5	168	173	25	14	14	0	14	14	1000	35
	CH					#DIV/0!			0	0	0	0	0	0	900	100
	285	27	53	0	53	0	52	28	4	3	4	0	2	2	180	30
	NHK647	26	7	9	16	56	24	18	2	1	2	0	1	1	112	10
WA		0			0	#DIV/0!	0	0	0	0	0	0	0	0	37	4
	MFC	62	12	46	58	79	60	60	7	5	5	0	5	5	160	30
	MFJ	103	90	33	123	27	132	94	14	10	13	0	10	10	296	48
	Flachung	0	0	0	0	#DIV/0!	0	0	0	0		0	0	0		
	MFP	86	10	72	82	88	84	84	11	7	8	0	7	7	256	30
	MFK	88	169	3	172	2	156	104	21	14	16	0	13	13	240	24
	Moran-112	20	3	5	8	63	0	28	2	1	0	0	0	0	64	10
	DIBC	85	6	14	20	70	24	81	6	2	2	0	2	2	160	25
	DGD					#DIV/0!				0	0	0	0	0	250	48
	NDX	34	15	10	25	40	24	35	5	2	0	0	0	0		
	LocBG	33	7	0	7	0	0	40	2	1	2	0	2	2	100	20
	MD8	59	21	0	21	0	24	56	5	2	2	0	2	2	100	20
EA	TX	519	9	21	30	70	0	549	46	3	0	0	0	0	1000	33
	BHJN	102	0	0	0	#DIV/0!	0	102	7	0	0	0	0	0	256	16
	BPN	147	0	0	0	#DIV/0!	0	147	11	0	0	0	0	0	111	15
	TAC	72	0	0	0	#DIV/0!	0	72	6	0	0	0	0	0	120	0
	DID										0	0	0	0	250	16
	SM04										0	0	0	0	74	5
	DBY952				0	#DIV/0!					0	0	0	0		
C&WO	CGCS						24				2	0	2	2		
												0	0	0		
WSS											0	0	0	0		
											2	0	2	2		
							0				0	0	0	0		
					779		772		175	63	72	0	62	62		

Figure 2 Working Sheet

OIL INDIA LIMITED

(A Govt. of India Enterprise)

AUTHORISATION SLIP

SLIP NUMBER **02502**

BOWZER REGD. NO.

AUTHORISED FOR LOADING ON :

LOADING STATION :

A/SLIP ISSUED ON :

(DATE & TIME)

PLEASE ARRANGE TO LOAD THE ABOVE
BOWZER ON ARRIVAL AT YOUR STATION.

SIGN. OF OPERATOR (CBUS)

NAME :

REGD. NO. :

RECEIVED, LOADED AND DESPATCHED
ABOVE BOWZER VIDE.

CHALLAN NO.

SIGN. OF OPERATOR :

(LOADING STATION)

NAME :

REGD. NO. :

DATE :

Figure 3 Authorization Slip

Unloading of Bowsers at CBUS & DBUS					Date: 25.06.2020	
CBUS						
Sl. No	Loc.	TRIP	Oil	Water	Total	
1	BHJN	0	0	0	0	
2	MFK	13	153	3	156	
3	TAI	0	0	0	0	
4	MFJ	1	9	3	12	
5	MDB	2	24	0	24	
6	NDX	2	17	7	24	
7	TX	7	42	98	140	
8	TAG	0	0	0	0	
9	NHK647	1	5	7	12	
10	#285	3	52	0	52	
11	MRN112	0	0	0	0	
12	DIBC	0	0	0	0	
13	MFP	0	0	0	0	
14	BG	0	0	0	0	
15	NHK187	0	0	0	0	
16	CGGC	2	5	19	24	
17		0	0	0	0	
18	Total	31	307	137	444	
DBUS						
Sl. No	Loc.	TRIP	Oil	Water	Total	
1	TAI	14	160	8	168	
2	MFP	7	10	74	84	
3	MFC	5	12	48	60	
4	DIBC	2	7	17	24	
5	MFJ	10	88	32	120	
6	MFK	0	0	0	0	
7	BHJN	0	0	0	0	
8	MRN112	0	0	0	0	
9	BGN5	0	0	0	0	
10	CBA16	0	0	0	0	
11	Total	38	277	179	456	

Figure 6 Unloading Report

REPORT ON BOWZER MANAGEMENT & UNLOADING STATIONS


Date: 25.06.2020

SL.NO.	LOCATION	IN	OUT	IN AT LOC.	UPLIFTMENT (KL)	PROD./STORAGE	Remarks		
1	SDM4	0	0	0	0				
2	TAI	14	14	0	168	156/1000			
3	DID	0	0	0	0				
4	CH	0	0	0	0				
5	DIBC	2	2	0	24	22/160			
6	MFC	5	5	0	60	60/160			
7	#285	3	3	0	52	53/180			
8	TX	0	0	0	0	128/1000	No bowser sent due to installation closed due to flood		
9	MFP	7	7	0	84	82/128			
10	MFK	13	13	0	156	174/240	13 Loaded inside Installation		
11	MFJ	11	11	0	132	127/296	11 Loaded inside Installation		
12	BHJN	0	0	0	0	93/256			
13	NHK647	2	2	0	24	16/112			
14	MRN-112	0	0	0	0	93/258			
15	BPN	0	0	0	0	43/111			
18	TAG	0	0	0	0	28/120			
19	Loc. BG	0	0	0	0	08/100			
20	MDB	2	2	0	24	22/100			
21	NDX	2	2	0	24	25/100			
22	CGGS	2	2	0	24				
23		0	0	0	0				
24		0	0	0	0				
25		0	0	0	0				
26		0	0	0	0				
TOTAL		63	63	0	772				
Crude Oil Unloaded									
	Installation	Bowsers	OIL(KL)	Water(KL)	Total (KL)	Water Pumped to CTF/ITF (KL)	Loaded Bowsers	Empty Bowsers	Allotment
1	CBUS	31	307	139	446	10	0	45	34
2	DBUS	38	277	179	456	22	0	19	23
3	DBYBUS	0	0	0	0		0	0	0
Total		69	584	318	902		0	64	57
	Servicing	6 Shut down		2	Inspection	0	Available	121	

Figure 7 Morning Report

CRUS

Date of Renewal		




BANDANT
 AWA
 cha
 DWR Age 33
 C/m a/c n 4/hand
 S. prakash shahi
 AS-06-AC-1829
 Asslt. Commandant
 CISF UNIT OIL DULAJAN

112/20

CCUIS

Date of Renewal		



Puc
 H/c1 Age 33
 Pric
 AS-06-AC-1829
 Asslt. Commandant
 CISF UNIT OIL Dulajan (Assa)

Pass No. SPS/ 256

List of Documents to be provided with bowser by vendors (illustrative)

Figure 8 Service Pass for Driver and Helper

GOVERNMENT OF ASSAM
INDIAN UNION DRIVING LICENCE

DL NO AS23 19960040510
NAME SRI PREM CH SINGH
S/W/D LT B SINGH
Address
PO - TINSUKIA DIST- TINSUKIA,
TINSUKIA 786125

DOB 02-01-1986 Bld.Gr. U Bdg.No
Org. Issue Dt 20-04-1996 SEQ. DRAAMZD17
Valid till (Non Transport) 11-09-2022
Valid till (Transport) 27-08-2020
CL-of Veh. LMV MCWG PSVBUS, TRANS

FORM 7

Signature of Holder
SRI PREM CH SINGH

DTO
S.R. MANNAN
Tinsukia, Assam
I.A.A. AS-23

Figure 9 Valid Driver's License for Driver

GOVERNMENT OF ASSAM

OFFICE OF THE SECRETARY

DISBURSEMENT OF FUNDS

1947



1997

**OFFICE OF THE PRINCIPAL,
DRIVERS & CONDUCTORS' TRAINING SCHOOL
GUWAHATI - 40**

certify

Prem ch. Singh

King.

sidi

Timbuktu

Assignment

7/06/201

92

12/4/8

/Hazardous Goods C

the syllabus prescribed

ham stashed

This certificate

4 570

662

No. 45

AL
CONDUCTORS' TRAINING
KANGARU HAT-40

Kardjov AH, TL-40

Figure 10 Drivers Training Certificate

CERTIFICATE OF REGISTRATION
GOVERNMENT OF ASSAM

Model: TATA LPT 1615 CR BS-IV
Mfg by: TATA MOTORS LTD

AS01KC9915
Reg. Dt: 06-02-2019

No of Cyl: 06
Seating Cap: 003
Standing Cap: 00
IC: 005883
Wheelbase: 004225
Colour: ARCTIC WHI
Financer: INDUSIND BANK LTD

Year Mfg: 01/2019
Class: Goods Carrier
Fuel Used: DIESEL
Body Type: OIL TANKER
Tax Upto: 31-12-2019

Name & Add: M/S RAMDHENU ENTERPRISE, S/D/W of MRS DEEP BARUAH, C/O-JIBON PATHAK HATIGAON RD MULAGO, BHARU PATH Kamrup Metropolitan AS, 781038,,

CH No- MAT395042K2A01348
EN No ISBE5.91604091A63763291

FORM 23A

SI.No - 19125054

Description of Weights (in kg)		Description of Tyre size	
G V W-	016200	Front-	10.00X20=2
U L W-	006200	Rear-	10.00X20=4
R L W-	10,000.00	Other-	1 1
		Tandem	1

(Syed Rafiqul Mannan)
DTG (R & L)
Kamrup (M), Gauhati
L.A.A. AS-0120163

Figure 11 Valid Registration Certificate of Bowser



Figure 12 Valid Fitness Certificate of Bowser

2/14 [FRESH PERMIT]
Date of Approval : 14-Feb-2019

TRANSPORT DEPARTMENT, ASSAM

Form No. 22
[See Rules 46(1)(iii)]

PERMIT IN RESPECT OF GOODS PERMIT (GOODS PERMIT)
PART-A

1. Permit No AS/1/GC/GOODS/2019/440

2. Name Of The Permit Holder M/S RAMDHENU ENTERPRISE

3. Father's/Husband's Name MRS DEEP BARUAH

4. Address C/O-JIBON PATHAK HATIGAON RD
MULAGOBHARU PATH , Assam Kamrup
Metropolitan-781038

5.(i) Registration Mark of the Vehicle AS01KC9915

(ii) Registration Date 06-Feb-2019

(iii) Make/Model TATA MOTORS LTD/TATA LPT 1615 CR BS-IV

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Figure 13 Goods Permit


भारत सरकार
Government of India
व्यापक और उद्योग मंत्रालय
Ministry of Commerce & Industry
पेट्रोलियम तथा विस्फोटक सुरक्षा संगठन (पेसो)
Petroleum & Explosives Safety Organisation (PESO)
एच आर भवन- २१६, दूसरी मंजिल, आईबी बिल्डिंग के ऊपर, चण्डीमार्त, गुवाहाटी, असम - ७८१०२१
House No. 216, 2nd Floor, above IBI, Chandimart, Guwahati, Assam - 781021
E-mail: dycc@peso.gov.in
Phone / Fax: 0361 - 2652793, 2656144
दिनांक Date: 08/03/2019

संख्या No. PEG/AS/117/444(P438378)

सेवा में To,

M/s. RAMDHENU ENTERPRISE,
MRS. DEEP BARUAH, C/O-JIBON PATHAK,
HATIGAON RD, MULAGO BHARU PATH, P.O.-DISPUR,
Guwahati,
District: KAMRUP (METRO),
State: Assam
PIN: 781038

08 MAR 2019

विषय /Sub: टैंक लॉरी पंजीकरण संख्या AS-01 KC9915 द्वारा गुवाहाटी से पेट्रोलियम उत्पादों के परिवहन के लिए अनुमति जारी करने के संबंध में।
Licence to transport Petroleum Products on land by Tank Lorry Reg. No AS-01 KC9915 - Grant of licence regarding.

प्रतिपत्र /Rt

(क)

कृपया आपके पत्र संख्या OIN282625 दिनांक 07/03/2019 का अवलोकन करें।
Please refer to your letter No. OIN282625, dated 07/03/2019.

विनियमित पेट्रोलियम उत्पादों के वर्ग तथा मात्रा के टैंक ट्रक पंजीकरण संख्या AS-01 KC9915 द्वारा परिवहन के लिए पेट्रोलियम नियम, 2002 के अंतर्गत (परा-ख) में जारी, दिनांक 07/03/2021 तक वैध अनुमति संख्या PEG/AS/117/444 (P438378) दिनांक 08/03/2019 अवधि के लिए जारी की गई है।
Licence No. PEG/AS/117/444 (P438378) dated 08/03/2019 granted in Form XI under the Petroleum Rules, 2002 and valid till 07/03/2021 for the transport of the following kind and quantities of Petroleum by Tank truck Reg. No AS-01 KC9915 is forwarded herewith.

पेट्रोलियम का विवरण /Description of Petroleum	अनुमति क्षमता (लिटरों में) /Total Quantity licensed in K.L.
Class A/B	12.00 KL

Figure 14 PESO Certification

OF VE
acity
NO. A KC/9
ate 09/04/16 ame of I

CH. NO. MAT 39.5042K2A01348
ENG. NO. 15BES91C04091A637C3291
this day verified and stamped/rejected the under mentioned weights.
m/s Ramdhenu Enterprises. Locality Hatiguan R.D. M.B. Path
P.O. Dulp Baruck

Inspector of Legal Metrology
Naharkatulya

No.	Quantity	Weights	Weight	Instru	ass/Type	V	tion	Carriage	Rs.	Remarks
1.0	Vehicle T no	12 00L						3.60		
3.4	at m	in of the tank.								
1.3	e	0								
2.3	Br width	24 m.								
3.3	ght	5 m.								
4.3	at let for	2 m.								

Marked capacity contained the respective disc compartment and chart cancels and

capacity upto in perforated calibration certificates

Compt No	Capacity	Height	Height of M/c above	Height above	D/P	No. of holes i D/P	T/B
1 F	0		5		4		
2 M	4		5				

Figure 15 Certificate of Verification by Metrology Department

UNDER CO
AS-23-AC-3629
(UNDER CMV 989)

Registration 09/04/2016

Issue on : Valid upto

AS 23 AC
3 6 2 9

Pollution level 16.7

PUC Certificate issue

Signature

ASM 2886 and Seal

Licence No 03/3/201

Figure 16 PUC Certificate

PART-3
SECTION-IV

To,
GM-CONTRACT(HoD)
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of service: Hiring of Services for Project Drive Initiative of "Bowser Movement Optimization" under OGPS Department for a period of 04 (four) years with a provision to extend the contract by another 01 (one) year.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

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

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 be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.
3. 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 Act or omissions at work.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.
7. 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.
8. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the Stat Pollution Control Board for storage, handling and disposal of hazardous waste.

9. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above-mentioned forms need to be maintained as per the new format.
10. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
11. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
12. The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
13. The health check-up of Contractor's personnel is to be done by the Contractor in OIL empaneled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.
14. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.
15. 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.

16. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).
17. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For the work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.
18. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.
19. 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.
20. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi-gas detector (LEL/O₂/CO/H₂S) and FLP torch light to be made available at site.
21. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.
22. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.
23. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.
24. The Contractor shall not engage minor laborer below eighteen (18) years of age under any circumstances.

- 25.OIL will communicate all information to the Contractor or 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.
- 27.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.
- 28.Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensured their training to tackle such untoward events by the Contractor.
- 29.Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
- 30.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.
- 31.The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate to with respect to job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.
- 32.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).
- 33.All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.
- 34.Necessary sign-board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign-boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.
- 35.Barricading of area to be done with reflecting tapes as applicable during work.

- 36.The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
- 37.The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
- 38.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.
- 39.When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.
- 40.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.
- 41.In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.
- 42.Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should be followed the Covid-19 Protocol as per the prevailing Government Guidelines.
- 43.Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as
"The Bidder/Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **services under Tender No. CDH8394P22**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

- (iii) The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

- (i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant Anticorruption Laws of India, further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (v) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

- (vi) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

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

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the

Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal. The Arbitration clause provided in the

main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

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

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

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

.....
For the Principal

Date :

Place :

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

(Note: Uploading in the OIL's E-portal with digital signature will be construed that the same has been signed by the bidder's authorized signatory who has signed the bid).

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