



Report ID: GEM/GARPTS/08022021/E25ULH3QS1FT

Report Name: OIL INDIA

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

Generated On: 08/02/2021

Valid till: 10/03/2021

GeM Availability Report and Past Transaction Summary

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

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

1. Search String: Connected Worker Project

Search type: Service

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

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



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

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

FORWARDING LETTER

Sub: IFB No. CDO6232P21 – Hiring of Services for Connected Worker Project under DRIVE Initiative.

Dear Sir(s),

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

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work/service under **OPEN E-TENDER SINGLE STAGE TWO BID SYSTEM** through OIL's E-Procurement Portal: “<https://etender.srm.oilindia.in/irj/portal>” for **Hiring of Services for Connected Worker Project under DRIVE Initiative**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL's E-Procurement Portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL's E-Procurement Portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./E-Tender No.	:	CDO6232P21
(ii)	Type of Bid	:	Open Indigenous E-Tender, Single Stage Two Bid System
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of GM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum 120 (One Hundred Twenty) days from Bid Opening Date.

			Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	15 (fifteen) days from the date of issue of Work Order
(x)	Bid Security/EMD Amount	:	Not applicable
(xi)	Bid Security/EMD Validity	:	Not applicable
(xii)	GeM Availability Report and Past Transaction Summary	:	Obtained vide Report ID GEM/GARPTS/08022021/E25ULH3QS1FT
(xiii)	Original Bid Security to be submitted	:	Office of GM-CONTRACTS (HoD), CONTRACTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(xiv)	Amount of Performance Security	:	3% of Annualized Contract value. Refer Clause No. 24.0 of Instruction to Bidder (ITB)
(xv)	Validity of Performance Security	:	90 (Ninety) days beyond the warranty period.
(xvi)	Location of job		Eastern Asset
(xvii)	Duration of the Contract	:	05 (Five) years
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	Refer Clause No. 30.0 of General Conditions of Contract (GCC)
(xix)	Bids to be addressed to	:	GM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xx)	Pre-Bid conference	:	Tentatively in the 3rd week of February'2021. Exact date and venue will be intimated later on.
(xxi)	Last Date of receipt of Queries	:	16.02.2021

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

3.1 Bids are to be submitted online through OIL's E-Procurement Portal with digital signature. To participate in OIL's E-Procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** and **Encryption Certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

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

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature used for signing is not of "**Class 3 with Organizations Name** and **Encryption Certificate**", the bid will be rejected.

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

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

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

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

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

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

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

Procurement site (Help Documentation). For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in, Ph.: 0374- 2807178/4903.

3.4 The link to OIL's E-Procurement Portal has been provided through OIL's web site (www.oil-india.com).

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

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

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

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

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

8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

8.1 In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and GSTIN number.

8.2 In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and GSTIN number.

8.3 In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners (including the Managing Partner), registered partnership agreement/deed and GSTIN number.

8.4 In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and GSTIN number.

8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and GSTIN number.

8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and GSTIN number.

9.0 SCREEN SHOTS

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

RFx Response Version Number Active Version RFx Version Number 1

Basic Data Questions Technical Attachments **Notes and Attachments** Conditions Summary Track

▼ Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	
Purchaser's Remarks	

▼ Attachments

▼ cFolder Attachments

Add Attachment Delete Verify Signature

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

On **“EDIT”** Mode, bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the respective places as indicated above:

Note:

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

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

The screenshot shows the 'Create RFx Response' interface. At the top, there are tabs: Submit, Read Only, Print Preview, Check, Technical RFx Response, and Close. Below these, the RFx Response Number is 60038748 and the RFx Number is blank. The RFx Owner is BHARALI and the Total Value is 0.00 INR. The main section is divided into 'RFx Information' (Basic Data, Questions, Technical Attachments) and 'Items' (Notes and Attachments). Under 'Event Parameters', there are three fields highlighted with red boxes and callouts: 1. 'Currency:' with a dropdown menu set to 'Indian Rupee', with a callout stating 'Bidder to select the currency of the Response'. 2. 'Detailed Price Information:' with a dropdown menu set to 'No Price', with a callout stating '“Total Bid Value” is mandatory in “No Price” RFx only'. 3. 'Total Bid Value:' with a yellow input field, with a callout stating '“Total Bid Value” considering all the taxes & duties.'.

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

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

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

12.0 The successful bidder shall furnish a Performance Security Deposit in the form of Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **Proforma-IX**.

15.0 PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES: Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

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

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

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(KAUSHIK DAS)
MANAGER CONTRACTS (OPERATIONS)

For **GM (CONTRACTS) (HoD)**

For **RESIDENT CHIEF EXECUTIVE**

Date: 09.02.2021

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

- 1.1 The eligibility of the bidder are listed under BID EVALUATION CRITERIA (BEC) of the tender document.
- 1.2 Bidder shall bear all costs associated with the preparation and submission of bid. Oil India Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 BID DOCUMENTS:

- 2.1 The services required, bidding procedures and contract terms are prescribed in the Bid Document. This Bid Document includes the following:
- a) A Tender Forwarding Letter
 - b) Instructions to Bidders (ITB)
 - c) Bid Evaluation Criteria (BEC)
 - d) General Conditions of Contract (GCC) : Part-I
 - e) Schedule of Work, Unit, Quantities (SOQ) : Part-II
 - f) Special Conditions of Contract (SCC) : Part-III
 - g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV**
[Not applicable for this Tender]
 - h) Safety Measures (SM) : Part-V
 - i) Integrity Pact (IP) : Part-VI
 - j) Bid Form : Proforma-I
 - k) Statement of Non-Compliance : Proforma-II
 - l) Authorisation for Attending Bid Opening : Proforma-III
 - m) Proforma of Letter of Authority : Proforma-IV
 - n) Bid Securing Declaration : Proforma-V
 - o) Proforma for E-Remittance : Proforma-VI
 - p) Format of Performance Security : Proforma-VII
 - q) Agreement Form : Proforma-VIII
 - r) Format of Undertaking by Bidders towards submission of authentic information/documents : Proforma-IX
 - s) Certificate of Compliance of Financial Criteria : Proforma-X
 - t) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s E-Tender portal)
 - u) Technical Evaluation Sheet for BEC-BRC & others
 - v) Commercial Check List (Proforma-XI)
 - w) Undertaking towards submission of Bank Guarantee (Proforma-XII)
 - x) Undertaking towards TPIA (Proforma-XIII)
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

- 2.3 Bidders shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

4.0 AMENDMENT OF BID DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of an Addendum(s)/Corrigendum(s)/Amendment(s).
- 4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.

5.0 PREPARATION OF BIDS:

- 5.1 Language of Bids: The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the OIL shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, duly authenticated by local chamber of Commerce of bidder's country, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 5.2 Bidder's/Agent's Name & address: Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address. Similar information should also be provided in respect of their authorized Agents in India, if any.
- 5.3 Documents comprising the bid: Bids are invited under **Single Stage Two Bid System**. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

- (A) Technical Bid (to be uploaded in "Technical Attachments" tab) :

- a) Complete technical details of the services offered.
- b) Documentary evidence established in accordance with Clause No. 8.0.
- c) Bid Securing 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) Copy of Priced Bid without indicating prices.
- g) Integrity Pact digitally signed by OIL's competent personnel as Part-VI.
- h) Proforma-IV attached with the bid document to be signed by the bidders Authorized representative.
- i) All Other relevant Undertakings and Proformas as applicable as part of Bid.

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

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

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

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

7.0 BID PRICE:

7.1 Prices must be quoted by the Bidders online as per the price bid format available in OIL's E-Tender Portal under "Notes & Attachment" Tab. Prices must be quoted by the bidders as per the Price/Bidding format.

7.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise mentioned in the bid document.

7.3 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) including Corporate Income Tax, Personal Tax, Assam Entry Tax etc. and other cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder and the evaluation and comparison of bids shall be made considering the quoted GST in the Price Bid Format. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS: These are listed in BID EVALUATION CRITERIA (BEC), of the tender documents.

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

10.0 PERIOD OF VALIDITY OF BIDS:

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

11.0 SIGNING & SUBMISSION OF BIDS:**11.1 Signing of bids:**

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

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

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

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

- 11.1.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (as per Proforma-IV) shall be indicated by written Power of Attorney accompanying the Bid.
- 11.1.3 Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 11.1.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process shall be rejected.

11.2 Submission of bids:

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

- a) Printed catalogue and literature if called for in the bid document.
- b) Any other document required to be submitted in original as per bid document.

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

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

- 12.1 Bids should be submitted online as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid submission deadline is reached. Bidders are requested to take note of this and arrange to submit their bids within the submission deadline to avoid last minute rush/network problems.
- 12.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

- 12.3 The documents in physical form as stated in Para 11.2 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- 13.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system much before the closing date and time of the bid. The documents in physical form if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
- 14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 14.1 The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time in the e-portal using Digital Signature by the person or persons who has/have digitally signed the Bid. Withdrawal or modification of bid through physical correspondence shall not be considered and accepted.
- 14.2 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 14.3 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment from participation in future tenders of OIL.
- 15.0 EXTENSION OF BID SUBMISSION DATE:** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons.
- 16.0 BID OPENING AND EVALUATION:**
- 16.1 Company will open the Bids, including submission made pursuant to clause 11.2, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per Proforma-III) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend.
- 16.2 In technical bid opening, only "Technical Attachment" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical Attachment" Tab Page only in the E-portal.
- 16.3 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.
- 16.4 Bids which have been withdrawn pursuant to clause 14.0 shall not be opened. Company will examine bids to determine whether they are complete, whether

requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

- 16.5 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Securing Declaration and such other details as the Company may consider appropriate.
- 16.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

17.0 OPENING OF PRICED BIDS:

- 17.1 In case of composite bid system, Price bids will be opened on the scheduled bid closing date itself.
- 17.2 In case of two bid system, Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders. The techno-commercially qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance.
- 17.3 In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.

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

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

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

- 18.1 Discounts/Rebates:

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

- 18.1.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

- 19.0 CONTACTING THE COMPANY:**

- 19.1 Except as otherwise provided in Clause 16.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 16.6.

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

- 20.0 AWARD OF CONTRACT:**

- 20.1 **Award criteria:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 21.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:** Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

- 22.0 NOTIFICATION OF AWARD:**

- 22.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be

confirmed in writing by registered / couriered letter) that its Bid has been accepted.

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

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

23.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per Proforma-VII) issued by Nationalized or Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN. The Bank Guarantee must be on Non-Judicial Stamp Paper of requisite value as per Indian Stamp Act purchased in the name of Banker. Duly filled 'Undertaking' towards details of BG (Format attached as Proforma-XII) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt (Account OIL INDIA LIMITED)/irrevocable Letter of Credit/NEFT/RTGS /Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

- i. If the Performance Security is submitted in the form of Bank Draft, Banker's Cheque, Cashier's Cheque, Fixed Deposit Receipt or Letter of Credit, the same should be in favour of "Oil India Limited" payable at Duliajan.
- ii. Performance Security amount through NEFT or RTGS mode may be deposited on or before bid closing date and time to the following designated OIL's bank account:

	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.

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

23.3 The Bank Guarantee issuing bank branch must ensure the following:

The Bank Guarantee issued by the bank must be routed through SFMS platform as per the following details:

- (i) MT 760/MT 760 COV for issuance of bank guarantee.
- (ii) MT 760/MT 767 COV for amendment of bank guarantee.

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

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

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

23.4 This Performance Security must be valid for 90 (Ninety) days after the date of expiry of the contract period/defect liability period (if any). In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

- 23.5 The Performance Security Deposit will be refunded to the Contractor after 90 (Ninety) days of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

24.0 SIGNING OF CONTRACT:

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

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

26.0 MOBILISATION AND ADVANCE PAYMENT:

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

27.0 INTEGRITY PACT:

- 27.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide Part-VI of the Bid Document. The Integrity Pact has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The Integrity Pact shall be returned by the bidder (along with the technical Bid) duly signed by the

same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the Integrity Pact in the OIL's E-portal with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway.

28.2 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.

BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)**1.0 BID EVALUATION CRITERIA (BEC)**

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

1.1 FINANCIAL CRITERIA

1.1.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 63,20,000.00 (Rupees Sixty Three Lakh Twenty Thousand only)**.

1.1.2 Net worth of the bidder must be Positive for the 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 **Annexure-X**.

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

- b. Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **Proforma-X**.

- c. In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.
- d. In case the bidder is a Government Department, they are exempted from submission of document mentioned under para **a.** and **b.** above.
- e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 1.1.1 & 1.1.2.

1.2 TECHNICAL CRITERIA

1.2.1 The bidder must have experience in successfully executing/completing at least 01 (One) 'SIMILAR work' of minimum value of **Rs. 63,20,000.00 (Rupees Sixty Three Lakh Twenty Thousand only)** as part of implementation (solution & services) at one or more sites, under single Contract in previous 07 (seven) years to be reckoned from the original bid closing date in Oil & Gas/Power and Utilities/Metal and Mining industry/ Petrochemical industry.

1.2.2 The bidder must have experience in successfully designing, hosting, implementing and maintaining at least 02 (Two) "Similar Work" on public cloud or private cloud in Oil & Gas/Power and Utilities/Metal and Mining industry/ Petrochemical industry.

Notes to BEC Clause 1.2 above:

a. "SIMILAR" nature of work mentioned in Clause No. 1.2 means "Experience of Implementation of field workforce management software for managing operator rounds/ Field Inspection Round or Field Operator Driven Reliability Software System or Software system for automating the work process for Operator Field Rounds or Operations management system for field workforce. Project must include establishing necessary interconnections with the source systems like SAP & Historian etc. Project must include a scope of at-least 30 user(operator) licenses of the software platform involved.

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

I. **In case work experience is against OIL's Contract:** Bidder must submit Job Completion Certificate issued by the company indicating the following:

- A. Work order no./Contract no.
- B. Gross value of job done
- C. Period of Service
- D. Nature of Service

II. **In case work experience is not against OIL's Contract:** Bidder must submit the following:

- A. Contract document showing details of work,

AND

B. Job Completion Certificate showing:

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

OR

C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:

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

- c. Only Letter of Intent (LOI)/Letter of Award (LOA), 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 will only be treated as acceptable experience.
- e. 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. The work experience falling within the prescribed 07(seven) years reckoned from the original bid closing date will only be considered.
 - (iii) If the prospective bidder is executing similar work which is still running and the contract value/quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

Proof of work experience against Para **e. (i) and (ii)** above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the breakup of similar work and its value/quantity/period mentioning SES No. and copies of all relevant SES.
- II. **In case requisite experience is NOT against OIL's Contract:** 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).

Proof of work experience against Para **e. (iii)** above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:

- I. **In case requisite experience is against OIL's Contract:** Bidder must submit the following:
 - A. Breakup of similar work
 - B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Gross value of job done
 - (iii) Period of Service
 - (iv) Nature of Service
- II. **In case requisite experience is not against OIL's Contract:** Bidder must submit the following:
 - A. Breakup of similar work
 - B. Contract document showing details of work.
 - C. LOA/LOI/Work order showing:
 - (i) Gross value of awarded
 - (ii) Nature of job awarded
 - (iii) Contract no./Work order no.
 - (iv) Contract period and date of completion
 - D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:
 - (i) Work order no./Contract no.
 - (ii) Gross value of job done
 - (iii) Period of Work Done
 - (iv) Nature of Service

f. In case of similar work executed through 'sub-contracting', the bidder shall submit relevant documents as mentioned under para 'b' and/or 'e' above, issued directly by the client organization/end user, along with confirmation towards consent of the client organization/end user for allowing 'sub-contracting'.

g. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC. Also, any bidder who is extending support by way of entering into consortium/collaboration agreement or MOU with another party cannot be considered as experience for the purpose of meeting BEC.

h. 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 Para 1.2.

i. 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 (Customer Name, Contact Details, WO/PO number, Executed Value, Brief scope of the project, Completion date, bill of materials, modules purchased), issued by CEO / CFO / Managing Director/Authorized Signatory 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 Chartered Accountant / Statutory Auditor / Certified Public Accountant (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.

j. Normally experience of the bidder shall be preferred. However, if the bidder is submitting experience of its subsidiary/parent/sister-subsubsidiary/co-subsubsidiary/member of same network or member of same global firm, it may be considered provided a certificate is given by the bidder mentioning that they would be providing resources/expertise from them as and when required to fulfil the commitments in Annexure-I. Such bidders shall submit following in addition to the documents specified in para 'b', 'e', 'k' & 'l'.

i. Undertaking by the subsidiary/parent/sister-subsubsidiary/co-subsubsidiary/company to provide a Performance Security (as per format and instructions enclosed at PROFORMA-K), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder.

ii. In cases where subsidiary/parent/sister-subsubsidiary/co-subsubsidiary 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.

k. ELIGIBILITY CRITERIA IN CASE BIDS 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 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 Parent/Subsidiary Guarantee (as per format enclosed as **Annexure-II**) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.

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.

1. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF EXPERIENCE OF 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 can also be considered based on the experience criteria of their sister-subsubsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:

i. Provided that the sister-subsubsidiary/ co-subsidiary 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.

iv. 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.

m. Offer from Joint Bidders/Consortium will not be acceptable.

1.3 The bidder should be registered under Companies Registration Act 1956 or 2013 for at least 3 years as on last date of submission of bids. Bidder shall submit copy of Certificate of Incorporation along with their technical bid.

1.4 Bidder should be the IPR (Intellectual Property Rights) Owner / Original Licensor or Subsidiary of IPR owner / Original Licensor of the field workforce management software proposed for implementation. (Original Licensor /IPR Owner is defined as the company holding field workforce software licensing rights and controlling software development cycle). In this regard, the bidder shall submit Certificate from the CEO/MD/Authorized Person 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.

1.5 The proposed software must have undergone major version upgrades and regular update in the last 3 years. Bidder shall submit Version release notes/ Upgrade notes certified by CEO/MD of the organization

1.6 The bidder should have following certifications:

- CMMI level 5 certification of the latest version for its software development
- OR
- ISO 9001:2015 certificate.

Bidder must submit copy of the certification along with the technical bid.

1.7 Bidder should submit a 'No Deviation Certificate' against the terms and conditions mentioned in the Tender. In this regard, bidder must submit Certificate from CEO/MD of the organization as per Proforma-II.

1.8 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India. Bidder shall submit self-declaration in this regard.

1.9 Bidders should have registered offices in India. Copy of PAN, GST registration, PF Registration and Firm Registration in this regard shall be submitted along with the technical bid.

1.10 The bidder should have total **workforce >500** comprising of Business Analysts, Project Managers, UI/UX engineer, Functional expert for O&G domain and Technical Architect for successful delivery of the project within specified timelines as on date of issue of tender. Bidder shall submit certificate from CEO/MD/ Authorized signatory of the organization in this regard.

1.11 The bidder should commit a dedicated team of client servicing resources till successful completion of the project in time bound manner. Bidder shall submit certificate from CEO/MD/ Authorized signatory of the organization in this regard.

1.12 Project Leader (to be assigned on the OIL Project) should have:

- 15+ years' of relevant work experience
- Led deployment of automation and digital solutions at 3 or more projects in last 3 years.

In this regard bidder shall 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.

1.13 Project manager (to be assigned on the OIL Project) should have:

- 10+ Years' of relevant work experience
- Executed Similar Work in Oil & Gas industry including design, development and deployment of solution.
- Functional knowledge of upstream Oil & Gas onshore operations.
- Master's degree in Project Management or PMP Certification or PRINCE2 certification.

Project Manager should be deployed on the project full time and should take care of the timeliness and quality of the solution delivery.

In this regard bidder shall 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.

1.14 Technology architect (to be assigned on the OIL Project) should have:

- Bachelor's degree in Computer Science, Engineering or related discipline.
- 8+ years of experience software development experience architecting solutions
- Experience in implementing proposed product solution at 3 or more large clients in last 3 years
- Experience in integrating with enterprise applications such as SAP and other standard Oil and Gas industry applications like GRPC, PDMS, Online simulation software etc.

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.

In this regard bidder shall 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.

1.15 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.
- Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).
- Bidder(s) 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 OR by any Partner holding the Power of Attorney along with the bid as per Annexure-III.

1.16 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.

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

1.18 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.

1.19 The quantities shown against each item in the “Price Bid Format” shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

1.20 The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

1.21 Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.

1.22 PURCHASE PREFERENCE CLAUSE: Purchase Preference to MSE’s and Purchase Preference Policy (Linked With Local Content) (PP-LC) is NOT applicable against this Tender.

1.23 EVALUATION METHODOLOGY: 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

- i. Bids shall be evaluated both in terms of QUALITY as well as Quoted Price i.e. Combined Quality & Cost Based Selection (QCBS) methodology. The relative weightage assigned for Quality is 70 and the weightage for the Quoted Price is 30 i.e. (Quality: Quoted Price = 70:30)
- ii. 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 Experience Evaluation			
1.	Number of “Similar Work” implemented in India or abroad by bidder/ subsidiary /parent company with project value \geq INR 2,72,75,000 (Two Crore Seventy-Two lakhs and Seventy-Five thousand) in the last 7 years (<i>excluding those done for clients in upstream Oil &</i>	a) $<2 = 0$ Marks b) $2 - 5 = 7$ Marks c) $6-7 = 14$ Marks d) $>7 = 20$ Marks	20 Marks	As defined under Notes to BEC Clause 1.2 above.

	<i>Gas industry)</i>			
2.	Number of “Similar Work” implemented in India or abroad by bidder/ subsidiary /parent company with project value \geq INR 2,72,75,000 (Two Crore Seventy-Two lakhs and Seventy-Five thousand) in the last 7 years only for clients in upstream Oil & Gas industry	a) 1 = 5 Marks b) 2-3 = 10 Marks c) ≥ 4 = 15 Marks	15 Marks	As defined under Notes to BEC Clause 1.2 above.
3.	Number of digitization projects delivered in the field of Oil and Gas (upstream, midstream and downstream) in India by the bidder with project value \geq INR 1,25,00,000 (One Crore Twenty-Five lakhs) in the last 7 years. Digitization projects should be done in either of the following fields: 1. Deployment of a Process Historian / data gateway fetching data from a Control system. 2. Asset Performance Monitoring 3. Advanced process control 4. Supply Chain management 5. Process Simulation 6. Process/Workflow Automation. 7. Data Warehouse creation	a) 1-7 = 5 Marks b) 8-14 = 7 Marks c) ≥ 14 = 10 Marks	10 Marks	As defined under Notes to BEC Clause 1.2 above.
4.	Experience of project manager in leading “similar work” in India or abroad over the last 7 years calculated from original bid closing date.	a) < 2 = 0 Marks b) 2 – 3 = 3 Marks c) $> = 4$ = 5 Marks	05 Marks	Experience certificate with details of the project and client details (including contact number and email ID) certified by CEO/MD is required.
5.	Experience of technology architect in leading “similar work” in India or abroad over the last 7 years calculated from original bid closing date.	a) < 2 = 0 Marks b) 2 – 3 = 3 Marks c) ≥ 4 = 5 Marks	05 Marks	
6.	Major upgrades of the proposed software solution during the last three (3) years preceding from the original bid closing date.	a) < 2 Upgrades = 0 Marks b) ≥ 2 Upgrades = 5 Marks	05 Marks	Version release notes/ Upgrade notes certified by CEO/MD/CTO of the

				organization.
Total			60 Marks	
B	Presentation and Tool Demonstration			
7.	Understanding of project scope. Understanding of OIL’s Field Rounds/activity management and other requirements Compliance to requirements mentioned in scope of work section.		5 Marks	
8.	Detailed approach, technology architecture and implementation plan addressing OIL’s requirements and meeting timelines for key deliverables.		10 Marks	
9.	Functionalities of the tool proposed based on (but not limited to) following parameters: 1) Type and quality of User Interface including ease of operation, Ease of Usage & Customization of checklists and reports, 2) Modular approach making it convenient to add modules later 3) Availability of offline and online mode of the proposed solution. 4) Interconnections with multiple source systems and databases in future, if required. (ex: Historian and SAP) 5) Uniformity of the configuration methodology and user interface across web and mobile based application. 6) Ease of scalability and coverage of multiple users in future.		10 Marks	
10.	Demonstration of user role functionality in Web portal & Mobile App (Bidder may select sample mentioned features and demonstrate the same)		10 Marks	
11.	Detailed approach of change management and training plan.		05 Marks	

Total	40 Marks
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Note:

I. It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of the evaluation criteria.

II. 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.

iii. A bid shall have to meet the Minimum Qualifying Marks of **60** marks in 'Quality' Criteria. Bids not meeting the minimum qualifying marks in 'Quality' Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.

iv. 'Qualified Bids' (meeting the minimum Qualifying Marks of **60** in 'Quality' Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

a. Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST/UTGST or IGST).

b. Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.

v. 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 bid, which meets the minimum Qualifying marks of **60** in 'Quality' Evaluation Criteria, 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 total marks achieved by the best bid among all responsive bids against 'Quality' criteria

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 upto 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.

1.24 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.

1.25 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.

1.26 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.

1.27 THIRD PARTY INSPECTION:

1.27.1 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:

Sl. No.	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 Lloyd 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@gulflloyds.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 (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhavar@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

1.27.2 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.

1.27.3 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 alongwith 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.

1.27.4 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.

2.0 BID REJECTION CRITERIA (BRC):

2.1 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.

2.2 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

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

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

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

2.6 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

2.7 Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

2.9 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.

2.10 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i)** Firm price
- (ii)** Bid Securing Declaration
- (iii)** Period of validity of Bid
- (iv)** Price Schedule
- (v)** Performance Bank Guarantee / Security deposit
- (vi)** Delivery / Completion Schedule

- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

2.11 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.

2.12 Bid received with validity of offer less than 120 (One Hundred Twenty) days from Bid Opening Date will be rejected.

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

3.0 GENERAL:

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

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

3.3 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.

3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

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

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

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY/OIL/Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative/Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price/Value:

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

1.2.10 Firm price:

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

1.2.11 Service/Works/Operations:

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

1.2.12 Equipment/Materials/Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid/offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

in accordance with English language.

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

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

3.0 WAIVERS AND AMENDMENTS:

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

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

4.0 CONTRACT TIMELINE:

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

4.2 Date of Commencement of Operation:

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

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

- i. Overall supervision, co-ordination and Project Management at site

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

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

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

8.2 CONTRACTOR's representative:

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

9.0 Personnel to be deployed by contractor:

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

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

- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited

to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.

9.3 However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.

9.4 CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

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

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

OR

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

OR

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

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

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

Full address

Branch Code

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

Phone Nos.

Fax Nos.

E-mail address.

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

10.4 The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted

from the bankers as specified above.

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

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

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

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
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reproduced below:

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

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

14.13 Loss Payee Clause:

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

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

14.14 On account payment to OIL in case of claim

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

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

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

- i) **Workman Compensation and/ Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of **all CONTRACTOR’s items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.
- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.

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

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

15.0 LIABILITY:

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

under this Contract.

- 15.5** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, CONTRACTORs or sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the COMPANY and/or their CONTRACTORs or sub-CONTRACTORs, irrespective of how such loss or damage is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.
- 15.6** Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORs, sub- CONTRACTORs shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORs or sub-CONTRACTORs irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.
- 15.7** The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub-CONTRACTORs for loss or damage to the equipment of COMPANY and/or its CONTRACTORs or sub-CONTRACTORs when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 15.8** The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORs, sub-CONTRACTORs and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 16.0 LIMITATION OF LIABILITY:**
- a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.
- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or

to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

- 20.1** Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of

any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

24.0 SUBCONTRACTING/ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY ; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of

competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

- 26.2** CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.
- 26.3** Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4** During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1** COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.
- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.

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

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

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

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

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

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

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

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

- (i) Copy of PF-ECR duly stamped by the designated Bank, alongwith a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (ii) (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.

(b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is /are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.
 - 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
 - 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/ terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which

CONTRACTOR's Bank Guarantee/ Security Deposit may be withheld by OIL.

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

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

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

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

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

31.0 FORCE MAJEURE:

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The term force majeure as employed herein shall mean Acts of God such as earthquake, hurricane, typhoon, flood, volcanic activity etc.; war (declared /undeclared); riot, revolts, rebellion, terrorism, sabotage by persons other than the CONTRACTOR's Personnel; fires, explosions, ionising radiation or contamination by radio-activity or noxious gas, if not caused by CONTRACTOR's fault; declared epidemic or disaster; acts and regulations of respective Govt. of the

two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

33.1 For non-completion of jobs assigned as per Scope of Work/Terms of Reference.

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

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

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

34.0 APPLICABLE LAWS:

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

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned

hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

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

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

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

35.0 LABOUR LAWS:

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

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

36.0 STATUTORY REQUIREMENTS:

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

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

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his

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

- 37.3** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 37.4** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 37.5** When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

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

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

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

39.0 STATUTORY VARIATION/ NEWLY ENACTED LAW:

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

to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

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

input (goods and services) towards such services.

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

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

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

3) It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.

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

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

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

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

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

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

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

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11) The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule of the Act and such expenses shall be equally borne by the parties.

12) The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

13) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

14) Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

a) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs) and also between CPSEs and Government Departments/Organizations (excluding disputes -concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter

c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

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

42.4 Resolution of disputes through conciliation by OEC

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

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

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

- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

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

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

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

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [[available at www.oil-india.in](http://www.oil-india.in)].

44.6 Termination due to change of ownership and Assignment: In case the CONTRACTOR's rights and /or obligations under this Contract and/or the

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

- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORS being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from **44.1 to 44.8** and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

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

45.0 TO DETERMINE THE CONTRACT:

In such an event (i.e. termination under Article No. 44.4 to 44.9 above), the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining

unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

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

47.0 ERRING/DEFAULTING AGENCIES:

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

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

DESCRIPTION OF WORK/SERVICE: Hiring of Services for Connected Worker Project under DRIVE Initiative.

Item No.	Description of Services	UOM	Estimated Quantity
10	Cloud Infrastructure (IaaS) - Rental	MON (Month)	60
20	Implementation Services	NO (Number)	1
30	Supply of QR Codes	NO (Number)	343
40	AMC Support for 2nd year	NO (Number)	1
50	AMC Support for 3rd year	NO (Number)	1
60	AMC Support for 4th year	NO (Number)	1
70	AMC Support for 5th year	NO (Number)	1
80	Platform Software License - Perpetual	NO (Number)	37
90	10" Tablets (Class I, Atex zone1)	NO (Number)	33
1. Tenure of Agreement: 05 (Five) years			
2. Mobilisation Period: 15 (fifteen) days from the date of issue of Workorder.			

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.

Mobilization	<p>Contractor / Consultant must mobilize his/her/their resources (including personnel) within 15 (fifteen) days of issue of Work Order.</p> <p>The date of completion of mobilization of resources (including personnel) by the Contractor / Consultant or 15 (fifteen) days from the date of issue of Work Order, whichever is earlier, will be the Date of Commencement of the Contract.</p>
Duration of contract	05 Years
Performance Security	3% of Annualized Contract value
Terms of Payment	<p>On account payment may be made, not often than monthly, up to the amount of 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.</p>
Submission of Invoice	As per payment milestones mentioned in attached SCC point no.4.
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 contract value, per week of the services cost as mentioned in commercial proposal for first 8 weeks and 1% per week for every subsequent week.</p> <p>If the liquidated damages reached 10% of the total contract value, OIL may invoke termination clause.</p> <p>Post implementation phase SLAs will be evaluated as mentioned in attached Service Level Agreement (SLA).</p>
Warranty and remedy of defects	1 Year warranty post Go-Live

Subcontracting:	Not Allowed
If allowed, define Petty Services	Not Applicable
Address details for submission of invoice	All Invoices are to be sent to the following address: Asset Manager – (Eastern Asset) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam
Force Majeure Rate	NA

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	Hiring of Services for Connected Worker Project under DRIVE Initiative.
Area Of Operation	Eastern Asset
HSE Policy	As per attached document of General Health and Safety
Notice	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

	<p>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>Asset Manager (Eastern Asset) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91 - 374 - 280 6155 Email: jppdas@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>
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SECTION-III: CONNECTED WORKER SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS

1.0 Introduction

1.1 **Purpose of Document:** The purpose of this document is to describe the functional & technical specifications for the Operator Rounds solution.

1.2 **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 efficiency, increase safety, reduce wastages, increase customer value, achieve effective decision making and to address the challenges posed by ever changing business

requirements.

1.1 Solution Description & Business Context: The objective of Connected Worker Solution is to enhance operations by providing a digitally integrated platform that automates operator round management, digitizes data collection process, streamlines workflow and provides insights on operator performance.

Oil India Limited (OIL) has upstream operations in the state of Assam. OIL has divided its operations into three assets – Eastern, Central & Western. Presently there are 400 producing well & 70 installations (oil compression station (OCS)/gas compression stations (GCS)/field gas gathering station (FGGS)) for processing of oil, gas & condensate.

The installations managers (IM) are responsible for the Crude Oil/Gas processing in the installation along with the field activities including well servicing, flowline maintenance, flow assurance, workover operations, artificial lift wells etc. Installation managers also liaison with various departments – OGPS, Field engineering services- for smooth running of operations in Installation, fields & work persons.

The IMs maintain the field and installation with the help of JE Field and JE Operator. JE Field oversees all activities (data collection & maintenance) related to the field. Several field operators report to JE Field. JE Field assigns activities – well head data collection, oil and water sample collection, checking dozing facility, maintenance activity (mechanical scraping, reverse pumping)- to the field operators & is responsible for the completion of all these activities. There is one JE field that reports for general shift (7 am – 3pm) and so does his crew.

Similarly, the operations inside an installation is overseen by JE operations. The operations in an installation are 24*7 & hence there are 3 shifts to ensure the same. Each shift is headed by JE operations and up to 3 operators reports to him. In the day to day functioning the operators monitor every equipment – manifolds, separators, emulsion treater, crude tank, dispatch pumps etc.

At the beginning of the day IM holds a toolbox meeting for the entire team where the attendance as well as the briefing of the field & installation activities is performed.

The data collection is performed by operators. There are two types of operators, one those who work inside the installation, the others that work outside There are two types of field operators, one that collect data and other perform inspections inside the installations

Brief description of roles and responsibilities of the users of intended solution:

i) **Installation Manager:** The installation manager is production lead of the installation comprising of the installation facility and the associated wells. The IM schedules the rounds, allocates the rounds to operators and supervisors and manages the rounds. S/he is also responsible for reviewing the data collected in the rounds and being approved by the supervisor, and manually entering the right readings into ERP system.

ii) **Supervisors (JE Field and JE Operator):** Supervisors are of two types (JE Field leading the field operators and JE Operator leading the operators inside the installation). JE is responsible for allocation of activities to the operators and reviewing the data being collected by the operators, managing attendance of the operators and approving certain

activities being performed by operators in the field.

iii) **Operators:** Operators (Field operators and Installation operators) are primarily responsible for data gathering from assets during operator rounds, periodic monitoring of asset using checklists, executing maintenance activities at process equipment. In case the activity is initiated based on observation during the round, the operator is required to inform the supervisor and/or installation manager and take their verbal approval before performing the activity. Sample list of the activities which need to be performed with self-approval and IM's or Supervisor's approval is provided in Table 2.

Further there are two types of operator rounds:

A) **WELL HEAD ROUND:** An operator is responsible for collecting well head data from every well (oil well, gas well & water disposal well) each day.

The installation manager (IM)/ Supervisor selects the operator based on the operator's knowledge of the field.

Operator rounds for each installation need to be generated on a monthly basis before the start of month. The details covered are the date, well numbers to be covered, other assets to be covered etc.

Operators for the well head rounds can be chosen on a weekly basis or daily basis depending on the installation manager.

In case the designated operator is unavailable for the operator round, an alternative is to be allocated by the Installation manager / Supervisor.

Well head rounds are typically performed by a designated set of operators which can vary from 1 to 3 across Installations.

A specific area is associated with every installation. Each area is further divided into sub areas with a definite no. of wells in every sub area. Average of 5-20 wells are present in each sub area and the average distance of the well is 6-7 kms from the installation. While performing the rounds, the operators usually begins the round from the farther most well, records the reading, and moves towards the wells in the direction of the installation. In case of environmental issues when the above business logic cannot be followed, the operator begins the round from a feasible location and continues to record reading from well locations as per permissible conditions.

An operator records data (ex: tubing pressure, casing pressure, forearm pressure and indirect heating temperature, etc.) & observations from each well head in the sub area under the operator round and hands over the sheet to his supervisor which is consolidated and passed on to Installation Manager for veracity and entered into the ERP system.

A sample checklist for the same is provided in Appendix A. Often the operator captures images of well head or surroundings as supporting evidence. On observing anomalies, operator calls up the field supervisor to relay observations and take corrective measures as per supervisor's suggestions. Field supervisor suggest some basic troubleshooting in case the issue is minor or updates the relevant team in OIL for necessary measures. In case the issue cannot be resolved by the field supervisor the Installation Manager (IM) is involved.

Besides capturing well head data, operator also performs several other functions such as collecting oil sample from oil wells, water samples from nearby tube wells, crosschecking the manpower availability & functioning of chemical dosing facilities etc. These activities are initiated by Installation manager to JE Field supervisor and he in turn allocates activities to operator(s) and manages its completion.

S.NO.	AREA	OPERATING PARAMETER
1.	Well Head	1.Well head, casing & flowarm pressure 2.Oil samples from oil well 3. Continuous lift choke (clogged or not), TCC working condition monitoring 3. Water level, temperature & flame in indirect heaters 4. Visual inspection of well heads, status of valve (on/off) et. al.
2.	Dozing Facility	Manpower present in the dozing facility, Dozing is active – pump set, gen set & tank in working condition
3.	Field	1.Observation on cut in water line or flow line etc due to miscreant activity etc. 2.Collect water samples from tube wells

Table 1 List of Data Readings and Observations (Indicative) to be conducted by well head round operator

	ACTIVITY	APPROVAL LEVELS		
Sl. No		SELF APPROVED	APPROVED BY SUPERVISOR	APPROVED BY INSTALLATION MANAGER
1	Collect oil samples from well head		Y	Y
2	Choke Housing Checkup/ Cleaning-if required		Y	Y
3	Water Level in Field Indirect Heater- Fill up if required	Y	Y	Y
4	THP Measurement-Self Flowing Wells		Y	Y
5	CHP Measurement- Gas Lift Wells if necessary		Y	Y
6	Flow Arm Pressure Measurement		Y	Y
7	Surface Intermittent Check Up		Y	Y
8	Check wellhead integrity		Y	Y
9	Check any miscreant activity		Y	Y
10	Check Indirect Heater Fuel supply	Y	Y	Y
11	Check flame intensity of Indirect Heaters	Y	Y	Y

12	Mechanical Scraping Monitoring		Y	Y
13	Steam Blasting of flow lines- if necessary		Y	Y
14	Hydro blasting of Flowline - if necessary (low wax crude oil or water pumping)		Y	Y
15	CT HOC (hot oil job) Job- if necessary		Y	Y
16	Routine Reverse/Forward Circulation of WDWs		Y	Y
17	Routine Caving Level Measuring of WDWs			Y
18	CT Backwashing for wellbore cleaning of WDWs if necessary			Y
19	Air compressor application for backwashing of WDWs if necessary			Y
20	Monitoring water sample collection-Monthly		Y	Y
21	THP, CHP & B-annulus Pressure Measurement of shut in wells-Monthly	Y	Y	Y
22	Drinking water sample collection-Monthly		Y	Y
23	Acidization of WDWs-if required			Y
24	CT Wellbore cleaning of oil wells-if required			Y
25	Fish recovery from Producing wells- if required			Y
26	Wellhead/Flowline Repairing- if required		Y	Y
27	Cleaning of Field Indirect Heaters-if required		Y	Y

Table 2 Sample activities to be performed by the field operator

B) **INSTALLATION ROUND:** The installations are 24*7 manned areas with three shifts of 8 hours each. Each shift has a field supervisor accompanied by maximum 3 operators. All these personnel are rotated every 2 months. Operators at these installations perform rounds at a daily, weekly & fortnightly basis as per pre-defined checklists. Various equipment's – emulsion treater, crude oil dispatch pump, indirect bath heaters, formation water dispatch pump etc. – are monitored throughout the shift. Also, the several compliance documents (Form D -format of attendance register, Form K- return of minor accidents, Form A- Pollution Control etc.) are maintained at the installations. Sample of the checklists and detailed list of rounds with frequency is provided in **Appendix A**.

Sl. No.	Equipment	Data entry/ Checklist Parameters
1	Manifold	Pressure, Temperature (if Temperature gauge is

		fitted/available)
2	Indirect Bath heater	Temperature, Water level, Burner Gas supply/ Burner Flame condition
3	Process Area/Vessels	Vessel Operating Pressure, Fluid level in vessel, functioning of control valves, Instrument gas supply to control valves
4	Emulsion Treater	Operating Pressure and temperature, Oil-water level in ET chambers, Condition of burner flame, functioning of Burner Management system Instruments, observation of oil and water sample
5	Crude Oil Storage tanks	Level gauge by Tank dip
6	Formation Water Storage tanks	Level gauge by Tank dip
7	Crude Oil Despatch Pumps	Fuel and Lube oil status in Prime mover – Gas driven Engine, Pump operating pressure/Pump Delivery pressure, Pump Delivery rate, observation of oil sample
8	Formation Water Despatch Pump	Voltage and current of prime mover – Electric Motor, Pump operating pressure/Pump Delivery pressure, Pump Delivery rate, observation of Formation water sample
9	Chemical Pumps	Operating condition of pump, Dozing rate of chemical
10	Other parameters	Gas Lift network pressure, Servo System Gas pressure, Illumination level of installation (during night hours), Noise level inside installation (if noise-level measuring instruments are installed under Project DRIVE)

Table 3 Data readings conducted by installation round operators (Indicative)

ORGANIZATION HIERARCHY: As per the present organization structure, operators collect readings/observations/pictures from the well heads and installation equipment. In case of data or observation discrepancy, operators call/connect with Junior Engineer (supervisor) who guides them through minor trouble shooting. In case the issue is not still resolved, the Junior Engineer informs the Installation Manager who takes all the necessary actions. Installation manager updates the Zonal Manager, surface manager & asset manager of the activities in the field. Indicative list of documents maintained in well head and equipment round are provided in **Appendix A**

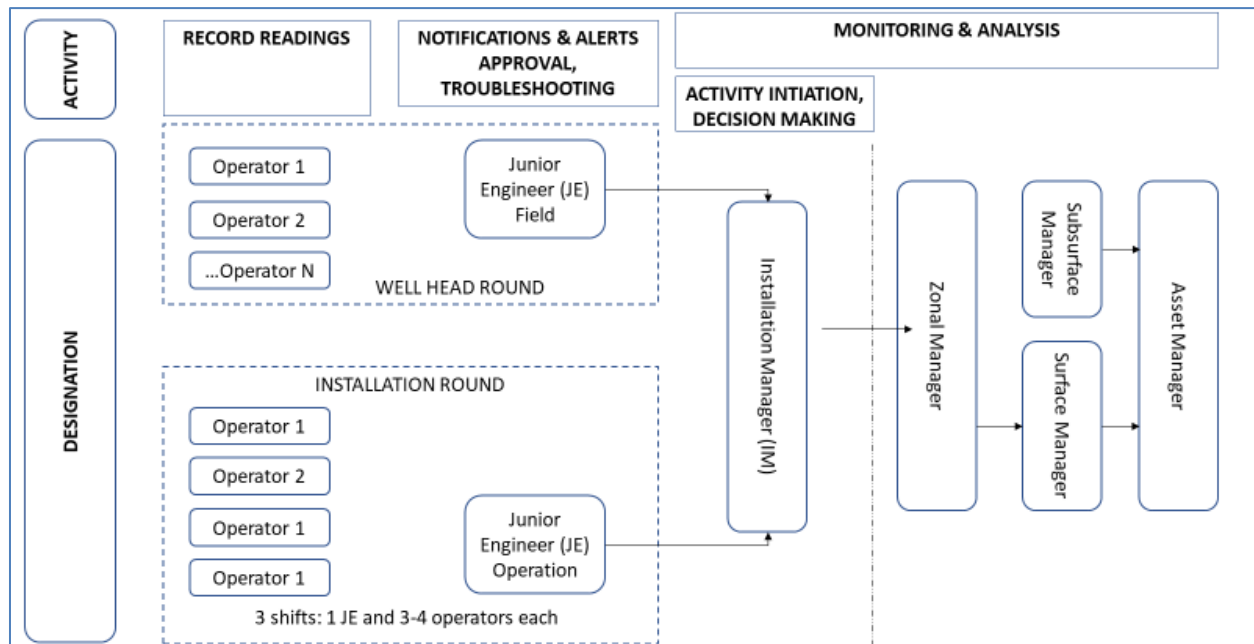


Figure Error! No text of specified style in document.-1 Organizational Hierarchy (Indicative)

Scope of this solution will encompass entire eastern asset comprising of 160+ wells and 15 installations.

The solution will enable following features:

- **Digitization of operator rounds** (data gathering, equipment checks, maintenance activity etc.) through intrinsically safe handheld devices.
- **Management of field activities** comprising of initiation by the operator during rounds, execution of activities assigned to the operator, workflow management of activities from initiation by Installation manager to completion by operator.
- **Performance management of operators and supervisors** enabled through handheld devices (for ex: attendance records, operator efficiency, operator availability, comparative analysis etc.)
- **Real time notifications & alarms** to OIL designated personnel during anomalies observed in data collection. Review and approval of data gathered during field rounds by relevant users.

The bidder will be responsible for:

- Provide Infrastructure-As-A-Service (IaaS), public cloud-based server hosting, system integration, cloud optimization and maintenance/management services for proposed hardware & software solutions.
- Providing required number of handheld devices along with installation of software and network integration.
- Commissioning the hardware and software including interconnections with current database as defined in solution reference architecture (section 2.3).

- Transfer of data from the deployed software solution to all relevant software as OIL desires.
- Development of solution (comprising of checklists, reports, activity master, etc.) to suffice the requirements mentioned in the scope.
- Training of operators and other on the developed solution.
- Annual maintenance of the solution provided as detailed in scope.

2. Solution Specifications

2.1 Functional Requirement

Sl. No	Details	Remarks
A.	CONFIGURING OPERATOR ROUNDS	
1.	The solution shall capture asset hierarchy at well head rounds & installation round such as asset ID, installation name, well head id / area within installation, equipment, checklist, activity details and so on.	
2.	<p>Solution should enable digitization of the existing data entry forms and checklists used across operator rounds. Sample formats are provided in Appendix A. Total number of checklists and data entry forms to be configured are close to 20 different formats.</p> <p>Bidder shall gather requirements of the various checklists and data entry forms in current usage for well head and installation rounds during requirement gathering phase and configure them in the overall solution. The preconditions to performing any activity (if any) should also be included while creating the checklist. The details of pre-conditions for checklist are to be defined at business requirement development stage.</p>	
3.	<p>The solution shall provide reusable and editable check-list templates for well head & installation rounds. Each template shall be configured with fields, such as:</p> <ul style="list-style-type: none"> ▪ Asset ▪ Installation ▪ Location ▪ Installation Manager ▪ Criticality ▪ List of activities and so on 	
4.	The solution shall map check-list templates to various equipment, location, operator as applicable. The details of mapping asset and checklist will be provided by OIL.	
5.	The solution shall allow the creation of new and ad-hoc checklist template as and when needed.	
6.	<p>The solution shall:</p> <ul style="list-style-type: none"> ▪ Automatically synchronize the operational limits in the checklist part of operator rounds from a centralized limit repository approved by OIL. 	

Sl. No	Details	Remarks
	<ul style="list-style-type: none"> Have a capability to upload list of employees - operators, field supervisors & installation managers, zonal manager, surface manager, sub surface manager & asset manager-from a central repository. The editing rights to this list will be provided to the installation manager and other key OIL Stakeholders. Have a capability to sync list of wells & equipment from a central repository. The editing rights to this list will be provided to respective installation manager and other key OIL Stakeholders. 	
7.	<p>The solution shall</p> <ul style="list-style-type: none"> Provide different controls - option box, check box, text box, and dropdown list- to record the readings, observations, recommendations, and remarks for each activity of the checklists. Provide functionality of accessing process documents in .pdf format (if required) while performing operator rounds. The SOP documents and their mapping will be provided by OIL. Provide the functionality to attach documents - images, excel, word pdf file as a minimum - to each activity while performing the activity. 	
8.	The solution shall categorize the operator rounds into well head rounds & installation rounds.	
9.	The solution shall automatically schedule all operator rounds for a month by last week of previous month based on the business rules defined by OIL. The IM shall have the access to make changes to the schedule (assign operators, add/remove wells etc.)	
10.	<p>For the schedule of the well head operator round, the solution shall:</p> <ul style="list-style-type: none"> Pick all active wells tagged to the installation at start of the month. List of active wells will be present in SAP. <p>Allow allocating shut – in wells, water disposal wells, tube wells to the same round or different rounds.</p> <p>In case more than one operator is performing the well head rounds the system should be able to assign wells in multiple rounds based on number of operators performing the rounds.</p>	
11.	<p>The operator rounds shall have fields such as:</p> <ul style="list-style-type: none"> Title Description Date & Time of round Instructions Operator Assigned Equipment / Wells to be covered Corresponding checklists Etc. 	
12.	<p>The solution shall include editing features in the scheduled rounds, for ex:</p> <ul style="list-style-type: none"> Editing the scheduled operator rounds & pre-configured operator rounds by authorized users. Creating ad hoc operator rounds from authorized users. User will be 	

Sl. No	Details	Remarks
	<p>able to add equipment, checklists & so on to the rounds.</p> <ul style="list-style-type: none"> Suspending operator round creation for predefined duration – planned shutdown, bandhs etc. Allowing addition of new wells for creation of operator rounds etc. 	
13.	The details of updated operator rounds should be available on handheld device to enable easy access and information flow to the operators.	
14.	<p>Solution should enable assignment of scheduled operator rounds to operators by Supervisors and Installation Manager (in case supervisor is not available).</p> <p>Details of the rounds assigned to each operator over current month should be visible to the operator through login.</p>	
15.	The solution should maintain a list of operators mapped to each installation and classify them as field operator or installation operator. This master list should be reviewed and updated on regular frequency by authorized user (to be identified by OIL)	
16.	<p>The solution shall enable search and select operator rounds based on:</p> <ul style="list-style-type: none"> Assigned operators and other parameters. <p>The solution shall provide search features for the following as minimum:</p> <ul style="list-style-type: none"> Area location, asset type, individual user, role name so on. Operator round status - complete, pending, or overdue. 	
17.	The solution shall provide the capability to export and import the field round information to/from specifically formatted Microsoft Excel sheets for bulk loading during configuration.	
18.	<p>Solution should allow scheduling of maintenance activities by the Installation manager by selecting an activity from a pre-defined list (indicative list provided in Table 2). The activity scheduled by installation manager should follow the workflow as defined in the workflow section.</p> <p>Activity details to be captured while scheduling area as follows (but not limited to):</p> <ul style="list-style-type: none"> Activity description Created by, created date, planned date. Name/ id of the people the activity is assigned to Asset ID etc. 	
19.	<p>System should allow the supervisor to allocate and manage the maintenance activities created by IM as defined in the Role Based Functionality and Workflow Section.</p> <p>Management of activities by supervisor includes recording of start and end time of the activity, executor of the activity, status of the activity, remarks etc.</p>	
20.	System should allow the operator to select an activity from the pre-defined list to be performed based on his observations in the operator round. Approvals and workflow should be as detailed in Role Based Functionality and Workflow Section.	

Sl. No	Details	Remarks
B.	PERFORMING OPERATOR ROUNDS	
21.	The solution shall automatically download and display all applicable operator rounds/ activities assigned to the user logged into the device.	
22.	<p>The system should automatically show the required data entry forms and checklists relevant to the asset/equipment which has been approached by the operator.</p> <p>Mapping of data entry forms and checklists to each asset will be provided by OIL.</p>	
23.	The solution shall graphically display the operator location using co-ordinates of handheld device being carried by operator during operator rounds.	
24.	<p>The solution shall:</p> <ul style="list-style-type: none"> ▪ Capture and display location coordinates identified using Global Positioning System (GPS) on the handheld device ▪ Compare the location coordinates of the user with the location coordinates of the nearby equipment/wellhead <p>This is done to ensure activities are performed in correct location.</p>	
25.	<p>The solution should have the functionality of identifying the asset (Equipment/Well Heads) through a bar code scanning mechanism.</p> <p>Bar code/ QR scanning will be used to ascertain readings are being taken at the right asset and enable right checklists are prompted once the bar code is scanned and handheld identified to be standing in proximity of the asset.</p> <p>Bidder will be responsible for generating the bar/ QR codes, printing and installation on the equipment and configuring the solution to read the bar/ QR codes.</p> <p>Bar codes must be printed on metallic surface/ ceramic surface which can sustain the weather conditions and must be installed on the equipment using weather-proof adhesives.</p>	
26.	<p>The solution shall:</p> <ul style="list-style-type: none"> ▪ Load checklist and relevant data forms mapped to the asset at which round is being executed. ▪ Allow the user to acknowledge the start of the operator round. ▪ Record the name of person, installation associated, actual date and time for beginning of operator rounds. ▪ Display work instructions, standard operating procedures and comments as guidance to execute operator round. ▪ Provide the activities of the checklist in a preconfigured sequence. ▪ Display the applicable documents ex. standard operating procedures, engineering standards, general instructions, drawings and so on - as attachments or hyperlinks on the user workstation and handheld device in compatible formats (.pdf) ▪ Allow the user to perform the activities in a sequence which he feels is appropriate, if there is no dependency between activities. ▪ Allow the operator to bypass activities using a single click, if required. 	

Sl. No	Details	Remarks
	<p>In such cases operator shall mandatorily enter the reason for not performing the activities.</p> <ul style="list-style-type: none"> Allow the user to enter corrective action taken with information such as criticality, text, image and so on. Allow the operator to update the status of recommendations such as action taken, complete/incomplete, closure status, closure date, time and so on. Record timestamps for data entry for each activity in the operator round etc. 	
27.	<p>Allow the operator to take actions based on observations at asset. Activity must be chosen from a pre-defined list available in the handheld device (indicative list mentioned in Table 2)</p> <p>Solution should factor in the workflow required in case of activity requiring IM and/or Supervisor approval and otherwise.</p>	
28.	<p>On entry of readings & observations the solution shall automatically verify the following data:</p> <ul style="list-style-type: none"> Data type (i.e. text, value, etc.) Value within pre-configured operational limits Reading and observation entry for critical activities Images captured <p>And automatically record the following:</p> <ul style="list-style-type: none"> GPS/GIS location coordinates of readings Date and time of taking the readings and observations 	
29.	<p>The solution shall:</p> <ul style="list-style-type: none"> Automatically perform simple calculations in the handheld devices on the field readings in on-line and off-line mode to compare the reading with historical readings (past one month) and limit compliance. Automatically provide an error/warning message to the user in case verification detects a violation. Specify the status of each activity as performed, not performed, not applicable using a preconfigured list. Provide for selection of preconfigured reasons for incomplete activities of operator rounds. It shall also allow to add new reasons. Indicate operator round as incomplete in case of incomplete activities. Allow the user to record the reason(s) if a field round is completely skipped. 	
30.	<p>The solution shall:</p> <ul style="list-style-type: none"> Record the date and time when the operator round is completed. Register the user ID and name of executioner as an electronic signature when the operator round is completed. 	
31.	<p>The solution shall record the history of activities including actions. This information shall be used as lessons learned and record for future reference.</p>	

Sl. No	Details	Remarks
32.	The solution shall automatically sync readings, observations, recommendations, remarks, and status of each activity between the handheld device and the operator round database.	
C.	SHIFT HANDOVER LOG	
33.	<p>The solution shall incorporate following features:</p> <ul style="list-style-type: none"> ▪ Enable a digital log to record comments during shift handover. There should be a standard template for shift handover. The template shall include the following at the minimum: <ul style="list-style-type: none"> - Name of the crew members in the shift - Allow photographs to be attached for reference. - Automatically tabulate the readings of various equipment captured during the shift and highlight anomalies. - Various forms: Health & safety, Instructions: Daily Operation & Standing Instructions, Highlights/Summary, etc. ▪ Allow users (supervisors) to raise concerns related to bugs, application features not performing etc. as comments. ▪ Enable printing of the shift handover report for compliance purpose. 	
D.	ATTENDANCE (Optional)	
34.	<p>System should enable an attendance form allowing the supervisor to record the reporting time and exit time of operators under his span of control on daily basis.</p> <p>This feature should be available both for field supervisor and installation supervisor.</p>	
E.	ALERTS AND NOTIFICATIONS	
35.	<p>The solution shall:</p> <ul style="list-style-type: none"> ▪ Send email notifications to supervisor/Installation Manager while executing operator rounds via handheld devices. The notifications shall be sent, based on a single value or series of values meeting an alert condition. ▪ Send notifications to supervisors if critical activities in the operator rounds are not performed or have been missed. ▪ Frequency of notification will be decided while defining the workflows 	
F.	MONITORING & DASHBOARDING	
36.	The solution shall provide templates for role-based displays. The solution shall allow the individual users to personalize the displays, but not modify the templates.	
37.	<p>The solution shall:</p> <ul style="list-style-type: none"> ▪ Provide dashboards with drill-down capability. The dashboards shall display KPI values and field round information using bar graphs, pie charts, trends, X-Y chart etc. ▪ Provide summary displays for operator rounds and their activities with drill-down capability for operator round and activities 	

Sl. No	Details	Remarks
	<p>information</p> <ul style="list-style-type: none"> ▪ Display trend lines of the field readings against configured limits ▪ Provide different color and icons to the operator rounds and activities based on its status. <p>Example of a few KPIs for operator performance monitoring would be % of incomplete round, time take to complete rounds, time delay in completing operator rounds, operator frequency of delay etc.</p>	
G.	REPORTING MODULE	
38.	<p>The solution should be able to generate pre-defined reports like Mock fire drill report, Accident record report, machine health report, Shut-in well report, attendance report, etc. (sample reports attached in Appendix A)</p> <p>The reports should be accessible to the Installation Manager and other relevant users of the system.</p>	
39.	The reports should be published at pre-defined frequency of daily, weekly or monthly.	
H.	ROLE BASED FUNCTIONALITY & WORKFLOW	
40.	The solutions shall provide an access to the mobile and web application based on the role of the user	
41.	<p>For asset manager, surface manager, sub-surface manger, zonal manager the solution shall:</p> <ul style="list-style-type: none"> ▪ Provide a web-based view ▪ Provide access to all dashboards ▪ Be able to review and print reports etc. 	
42.	<p>For role of installation manager, the solution shall:</p> <ul style="list-style-type: none"> ▪ Provide access to the web-based view as well as mobile application. ▪ Allow creating, editing operator round templates (adding equipment, location, operators etc.). ▪ Allow ad-hoc operator round creation including field like automatically scheduled rounds. ▪ Allow selection & allocation of predefined activities to the operator round. The selection should be enabled from a dropdown consisting of pre-defined maintenance activities. ▪ Allow suspension of operator rounds in case of planned or unplanned shutdown. ▪ Allow approve/edit operator reading prior to entry into SAP. 	
43.	<p>For JE Field & JE Operator the solution shall:</p> <ul style="list-style-type: none"> ▪ Provide an application-based view through the handheld. ▪ Provide a view of all the activities allocated by the IM to the JE ▪ Allow to allocate activities to the operators under span of control by selecting from a drop down. ▪ Allow to record the start and end of every activity which is being performed beyond the operator rounds. (by the operators who are not carrying handheld to the field) 	

Sl. No	Details	Remarks
	<ul style="list-style-type: none"> Allow to record the attendance of the operators under his span of control Allow to review the readings captured by operators in operator round. 	
44.	<p>For operator the solution shall:</p> <ul style="list-style-type: none"> Provide an application-based access. Provide a list of checklists & activities to be performed by the operator in the operator round. Record start & end of every activity & checklist. Enable typing of data and observations in data entry formats. Allow image capture while performing activities Allow all functionalities of recording an activity execution based on the observations in operator rounds. 	

- Bidder shall deliver **readily built and matured off-the-shelf solution/software with built in best practices from Oil & Gas industry**. Bidder shall provide suggestion, execute configuration and customization for the proposed solution to meet OIL's operational and business process requirement.
- The bidder must also conduct trainings on the features, user interface and process flow of the developed solution. The training needs to be carried out in person at respective locations for the operators and supervisors. Details of the training requirement are mentioned under the section of key steps of implementation.
- The solution must include **Post Go-Live service support as part of implementation services for a period of 12 months (1 year) calculated from the Go-Live date of the solution across Eastern Asset**. Bidder must also subsequently provide annual maintenance and service support for 4 years as part of the Maintenance support and services as defined in Annual Maintenance Contract which can be further extended by 1 year.
- Handheld devices will be connected through public telecom network provided by national telecom service providers through 4G SIM. Procurement of 4G SIM cards (for internet connectivity in handhelds) and management of account etc. will be responsibility of OIL over the duration of the contract.

2.2 Technical Requirement:

Sl. No	Details	Remarks
A.	CLOUD INFRASTRUCTURE REQUIREMENTS	
1.	Bidder 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.	Bidder to adhere to the guidelines detailed by Government of India (available at https://meity.gov.in/content/gi-cloud-meghraj) for selecting a cloud service provider and SI partner for OIL India	
3.	Bidder will provide and maintain the cloud services for OIL, in partnership with selected cloud service provider (CSP) over the duration of the contract.	

Sl. No	Details	Remarks
4.	Bidder 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 bidder should provide regular CSP services consumption billing details along with invoices raised as part of maintenance contract.	
5.	Cloud services shall only be offered from Data Centers audited and qualified by STQC under the Cloud Services Empanelment process.	
6.	The bidder shall provide complete details of terms and conditions of sub-contracting agreement with the cloud service provider for hosting the Connected Worker solution.	
7.	Bidder 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 minimum of actual consumption or value quoted in commercial bid as mentioned in the payment milestones.	
8.	Bidder should ensure that the solution should be CSP agnostic. In case of any issues identified with the selected CSP during implementation, warranty or maintenance period, the bidder will be responsible for migration, installation and commissioning of the solution to the new cloud service provider.	
9.	Bidder shall clearly provide the exit plan from the cloud service provider ensuring minimum impact to the deployed solution.	
10.	Bidder to ensure cloud cost optimization as per the usage of the servers by OIL. When the servers are not required (dev/test etc.) bidder should ensure that cloud servers are shut down and that OIL is not charged for idle usage.	
11.	Bidder 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.	
12.	Bidder to ensure CSPs shall make VMs receive OS patching, health checking, Systematic Attack Detection and backup functions on regular basis.	
13.	Bidder 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.	
14.	Bidder will control and manage the tools provided by the CSP. Provisioning, Installation, Configuration, Management, Monitoring of Security Services as per the requirements of OIL. Bidder will also maintain and manage access control with Network Security Groups, NACL and routing tables and identify any security configuration gaps.	
15.	Bidder will ensure that services offered under cloud deployment are enabled with data loss prevention tools and capability to monitor data flow.	
16.	Bidder 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.	

Sl. No	Details	Remarks
17.	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.	
18.	OIL retains ownership of loaded software installed on virtual machines and any application or product that is deployed on the Cloud for OIL	
19.	Solution shall have capabilities for admin to provision and de-provision user access to users thus add/remove/modify users accessing the operator rounds solution.	
	NETWORKING & SECURITY	
20.	Solution shall support complete end-to-end data encryption across web application and mobile application. Solution should support encrypted communication using SSL. Any certification installations required with other related activities are to be installed by the bidder.	
21.	Solution shall support encrypted storage pattern. The Encrypted Storage pattern should provide second line of defense against the theft of data on system servers.	
22.	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	
23.	Bidder to ensure user should be able to access all the functionalities of proposed solution through OIL network and through secured network protocols on their mobile devices or handhelds.	
24.	Bidder will ensure that all application services offered in the solution should support encryption algorithms like AES256 or higher so that production data is secure (at rest and in transit).	
25.	Bidder to ensure when the user connects to the solution on cloud, the connection is established via a secured SSL (https) link.	
26.	The solution based on BPM (business process management) platform should comply to workflow standards: BPMN, BPEL and WFMC	
27.	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 bidder. OIL IT team will support and provide all necessary rights and access into OIL network to the bidder.	
28.	Bidder to comply with OIL's IT security policy to encompass all IT security related requirements. OIL is ISO:27001 certified and conforms to all norms for establishing, implementing, maintaining and continually improving on information security management.	
29.	Bidder to manage application, data and server security for the solution as per ISO 27001 standards. The solution should be free from the vulnerabilities defined in Open Web Application Security Project (OWASP) top 10 vulnerabilities and other known vulnerabilities. Solution shall capture full audit trails.	
30.	Bidder needs to ensure that the CSPs facilities/services are certified to be compliant to the following standards:	

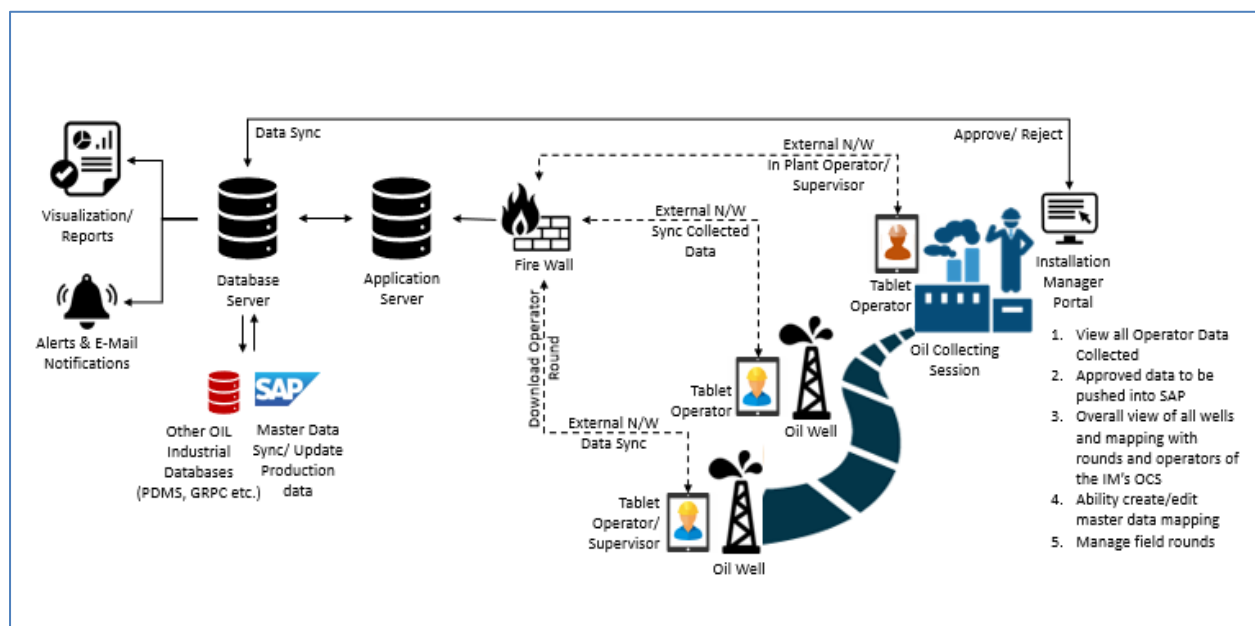
Sl. No	Details	Remarks
	<p>ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards</p> <p>ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology</p> <p>ISO 27018 - Code of practice 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>	
31.	Bidder will be responsible for provisioning, installation, configuration, management, monitoring of security services as per the requirements of OIL.	
32.	Bidder will be responsible to maintain and manage access control with Network Security Group and identify any security configuration gaps.	
33.	Bidder will be responsible to conduct security / risk assessment, implementation of Multi-Factor Authentication Services and perform comprehensive application security checks.	
34.	Bidder needs to deploy security patches on hardware and software regularly and take regular backups of security configurations.	
35.	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.	
36.	Bidder will ensure that all network related configuration and setup required at both OIL and at CSP is complete in all respects. Network configuration required at OIL will be facilitated by OIL team and bidder will provide all necessary details related to firewall, routers, switches etc. All network related changes required at CSP end will be entirely bidder's responsibility.	
37.	Bidder should ensure an uptime of 99% for the solution. Bidder should ensure that OIL users and other users of the solution should always be able to login, access and function smoothly all necessary tasks within the product.	
38.	Bidder to provide secured access to the Connected Worker Solution portal by OIL employees on public cloud through either point to point connectivity or IPSEC tunnel or other secured connectivity methods. Bidder to ensure the data during transit is secured and users can access the portal without any connectivity issues.	
39.	Bidder 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. Bidder 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 Bidder.	
40.	Bidder to ensure design specifications of the solution is such that there is minimum latency in the update of data/ refresh of dashboards, files, integration touch points with other systems.	
41.	Bidder will ensure that all the policies and procedures shall be	

Sl. No	Details	Remarks
	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.	
42.	Bidder will conduct Security / Risk Assessment audits at regular intervals (6 months) and submit the report to OIL	
43.	Bidder needs to implement Multi-Factor Authentication Services with comprehensive application security	
44.	Bidder to ensure cloud solution offered to OIL shall have in-built functionality to integrate with existing authentication mechanisms like Active-Directory.	
45.	Bidder will be responsible to implement, manage and monitor DDoS, IPS, IDS technology and solutions to ensure the security of Cloud Services procured.	
46.	Bidder will be responsible to deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer. Deploy security patches on hardware and software and take regular backups of security configurations.	
B.	INTEGRATION	
47.	Solution shall enable connecting to multiple existing data sources such as SAP, Document Management System, Production Data Management System (PDMS, GRPC etc.) Excel spreadsheets etc. (as required and available on date of implementation). Bidder to provide required SAP/.Net/Other software connectors for the integration between source systems and Connected Worker solution to ensure seamless interconnectivity.	
48.	The solution shall be able to integrate with applications detailed in the Architecture using all suitable protocol - REST, FTP/SFTP, SOAP, MQ, JMS, HTTPS, Batch, and TCP/IP etc.	
49.	Bidder shall enable and have complete ownership of SAP integration with application/database server. Bidder would also be responsible to provision any software and hardware required for SAP integration. Any changes/modifications required in SAP Web Services is to be managed by the bidder. ABAP license and login requirements will be facilitated by OIL.	
50.	Bidder will be responsible for development of any SAP(ABAP) programs, if required, for integration with SAP modules (ECC, BW etc.).	
51.	Bidder to ensure data flow from handheld devices to application server into database server is robust, seamless and should not cause any data/packet loss. The data should be securely sent via secured protocol using SSL encryption	
52.	Bidder to ensure that the installation manager can access all collated data from field handhelds and installation rounds on his portal using his credentials. IM should also be able to access the application portal on his laptop through browser via secured protocol using SSL encryption	

Sl. No	Details	Remarks
53.	Bidder will manage the integration with OIL servers for email to be sent to required personnel in case of alerts and notifications.	
54.	Bidder to ensure the sync between submitted data in handhelds and IM application portal is seamless and with minimum latency.	
55.	Solution shall have capabilities for admin to provision and de-provision user access to handheld devices thus add/remove/modify user assigned to the handheld.	
56.	Solution shall support data encryption while moving data amongst desktop, app and database server. Solution to support encrypted communication using SSL and certification installation (SAP/ Application server) with other activities are to be installed by the bidder	
57.	Solution shall support encrypted storage pattern. The Encrypted Storage pattern provides a second line of defense against the theft of data on system servers	
58.	Solution shall support Authenticated Session security pattern for giving better end-user experience in other locations.	
59.	Solution should allow only authorized users to login into the application/portal/handheld. An unauthorized user should not be allowed to login into the system. Data security, user authorization and user access control need to be considered while designing the solution components	
60.	Bidder to ensure that application portal (workstation) logins are single sign on based and facilitates domain username and password. Handheld devices to provide additional security of PIN/Password authentication along with login credentials required for application.	
C.	USABILITY REQUIREMENTS	
61.	System shall have the functionality to let the user print pre-defined reports, ad hoc reports and export reports to office applications without losing any formatting.	
62.	System shall have the ability to support web-based mobile access for dashboards and notifications.	
63.	System shall be capable of providing minimum two levels of error messages: error and warning. Descriptions of error messages should be finalized by the bidder during solution design phase.	
64.	The solution shall provide a configurable workflow to review and approve operator round results, as applicable. The solution shall automatically record the name of the approver and date and time when the field round results are approved.	
65.	Bidder to provide hardware and software specifications assuming a minimum user base of 50 users. User concurrency to be assumed at minimum 35 users.	
D.	Solution should be designed with consideration to the future requirement of user base increase to approx. 200 users. Bidder will	

Sl. No	Details	Remarks
	be responsible to scale up the hardware and software as per requirement of the client as per the terms mentioned under special conditions of contract (SCC Section 5)	
E.	OTHER TECHNICAL REQUIREMENTS	
66.	Bidder to ensure requirements are fulfilled by providing required infrastructure on cloud, application connectivity, data security (including interfacing with tools, encryption of data being sent across network as required per the standards) and adhere to all statutory security guidelines of Govt. of India	
67.	Bidder to also ensure system complies with all regulatory / security requirements that may arise due to OIL policy updates or changes in Govt. Of India regulations	
68.	Solution handheld application should support all security features such as mobile OWASP and should pass security testing by a 3 rd party	
69.	The technical architecture would consist of web/application server and database server, which would be enterprise grade e.g., Oracle or MS-SQL Server (All software licenses procured must be in the name of OIL and handed over to OIL)	
70.	Solution shall log adequate metrics at application level (e.g.: Application Threading, Concurrent Users, Page Response Times, etc.) to support service levels and troubleshooting remediation recommendations	
71.	System shall have ability to automatically capture and log all errors, app failures etc. occurring in the application/portal. The error/defect report is to be made available in the system as part of the deliverable.	
72.	System shall have the facility for taking backup of all data whenever required. The frequency of data back-up will be decided by bidder in consultation with OIL team. The recovery of backup and restoration of the software in case of any failure or a required recovery procedure is responsibility of the bidder	
73.	In case of system/application/ capability failure, the solution shall support failure management, event management including monitoring, detecting and automatically notifying service area/support contacts of the failures, etc. Solution shall allow for configuring system failure actions and responses	

2.3 Solution Reference Architecture (Indicative)



2.4 System Requirement (Indicative)

a. Hardware Requirement (Indicative)

Tablet (handheld) Minimum specifications

Sl. No.	Element	Requirement
1.	Handheld	Intrinsically safe tablet devices
2.	Battery Life	> 6000 math, (Up to 8 hours of web browsing)
3.	Screen Size	10 inches
4.	Hard Disk Size	64 GB
5.	Operating Temperature	0 – 45 degree Celsius
6.	CPU & Wireless	Intel ® Quad-Core processor, 2 GHz (or higher), 4G LTE available, Wi-Fi 802.11ax/802.11ac/802.11 a/b/g/n dual band (2.4GHz and 5GHz), Bluetooth® 4.0 Low Energy technology, NFC, Intel Wireless Display
7.	Location	GPS / GLONASS (cold start <30s, warm start < 5s)
8.	RAM size	>= 6GB
9.	Cameras, Video and Audio	8.0 megapixel autofocus rear-facing, camera with flash, full HD video, 2.0-megapixel front-facing camera full HD video, Front and rear microphones, Stereo speakers
10.	Security	Intel Security, Software Level, Device Control, Windows 10 Mobile Device Management, BitLocker
11.	Software	Windows 10, Android 8.0 or higher
12.	Display	Screen: 10.1" AHVA Full HD Plus, Resolution: 1920 x 1200, Capacitive touch: Multi-touch, viewing angle (up/down, left/right) 170°
13.	IP Rating	IP-57, IP-54
14.	Other safety rating	ATEX Zone 1/21 Compliance (Intrinsically Safe, in

		accordance with OMR 2017 guidelines)
15.	Accessories	Chargers, Cover etc.

Note: SIM Cards for network connectivity of handhelds will be provided by OIL

Number of Tablet (handheld) required:

Sl. No	Installation	Master Facility	OCS-Operator	Field - Operator	JE Field	JE Operations	GCS-Operator	Total
1	Hapjan	Hapjan	1	2	1	1	1	6
2	Makum	Makum	1	1	1	1	0	4
3	HWDH	Makum	0	0	0	1	0	1
4	Habeda	Makum	0	1	0	1	0	2
5	Barekuri	Barekuri	1	1	1	1	0	4
6	TAG	Barekuri	0	0	0	0	0	0
7	Baghjan	Baghjan	1	1	1	1	0	4
8	TX	Baghjan	0	0	0	1	0	1
9	DID	Baghjan	0	0	0	0	0	0
10	Kumchai	Kumchai	1	1	0	1	0	3
11	Kusijan FGGS	Kusijan FGGS	0	0	0	1	0	1
12	Samdang	Digboi Field	0	0	0	0	0	0
13	Bogapani	Digboi Field	0	0	0	0	0	0
14	Digboi Field	Digboi Field	0	0	1	1	1	3
15	Borhapjan	Digboi Field	0	1	0	0	0	1
Total								30

Note: Spare 10% Handhelds will be procured to be kept as buffer

Application/Web Server Specifications (minimum)

Sl. No.	Element	Requirement
1.	CPU	6 cores, 2.66 GHz or higher processor, 12M Cache
2.	RAM	32 GB (expandable up to 256 GB)
3.	Processor	64 bit
4.	Disk Storage	300 GB of disk space for cache

Database Server Specifications (minimum)

Sl. No.	Element	Requirement
1.	CPU	12 cores, 2.0 GHz or higher processor
2.	RAM	64 GB memory (expandable up to 256 GB)
3.	Processor	64 bits
4.	Disk Storage	1TB of disk space for cache

b. Software Requirement

Sl. No.	Element	Requirement
1.	Operator round software license	37 user licenses (30 Handheld users + 7 Installation Managers)
2.	Database Server License	MS-SQL Server 2019 Enterprise Edition
3.	Web/ Application Server License Components	OS: Windows Server 2019 R2 or higher Microsoft .NET Framework 4.5 or higher Internet Information Services (IIS) 6, 7.0, 7.5 or 8 Windows PowerShell 2.0, 3.0 or 4.0

Note: Bar code/ QR scanning requirement is 343 nos. The quantity may vary during the implementation phase. Exact requirement to be finalized from OIL during the implementation phase.

1.1. APPENDIX A

Sy no d.	Report Name	Type	Frequency	Maintained by	Well Head	Installation
Operator Level						
1	Production and dispatch statement (OCS)	Data Sheet	every 4 hrs.	Operator		Y
2	Daily pressure checking report/Well record report sheet (OCS)	Data Sheet	once a day	Operator	Y	
3	Chemicals used (OCS)	Data Sheet	Per Shift	Operator		Y
4	Drenching pump status (OCS)	Data Sheet	Per Shift	Operator		Y
5	Gas test record (OCS)	Checklist	Per shift	Operator		Y
6	Equipment Inspection (OCS)	Checklist	Per shift	Operator		Y
7	Glycol Plant Dehydration Logbook (GCS)	Data Sheet	Daily	Operator		Y
8	Daily Gas Compressor Plant Report (GCS)	Data Sheet	Daily	Operator		Y

9	Engine Preventive Maintenance Job Report (GCS)	Checklist	-	Operator		Y
10	Compressor Preventive Maintenance Job Report (GCS)	Checklist	-	Operator		Y
11	GCS Compressor Log (GCS)	Data Sheet	Daily	Operator		

Installation Manager Level						
12	Accident / Near Miss record report	Report	Monthly	Installation Manager		Y
13	Machinery inspection report	Report	Monthly	Field Engineerin g, Electrical dept, Fire Service section & Instrument ation dept.		Y
14	Shut in Well Report	Report	Monthly	Installation Manager		Y
15	Daily Report Books	Data Sheet	Daily	Installation Manager		Y

Indicative list of documents maintained in well head and equipment round

SAMPLE CHECKLIST

HAPJAN OCS

TWO HOURLY PRODUCTION AND DESPATCH STATEMENT

DATE: _____

Time	CUMMULATIVE GROUP PRODUCTION & DESPATCH			CUMMULATIVE TESTING PRODUCTION & DESPATCH		2 HOURLY PRODUCTION RATE		SKIMMED OIL KL	2 HOURLY DESPATCH RATE KL PER 2 HOUR	SAMPLE RESULT				LIFTER PRESSURE Kg/cm ²	PRODUCTION SUMMARY	
	KL			KL		KL PER 2 HOUR				%						
	T1	T2	T3	T4	T5	GROUP	TESTING			ET 1	ET 2	ET 3	COOP			
00:00 AM																12 HOURS PRODUCTION
02:00 AM																OPENING STOCK
04:00 AM																PRODUCTION
06:00 AM																DESPATCH
08:00 AM																CLOSING STOCK
10:00 AM																SKIMMED OIL
12:00 PM																
02:00 PM																24 HOURS PRODUCTION
04:00 PM																OPENING STOCK
06:00 PM																PRODUCTION
08:00 PM																DESPATCH
10:00 PM																CLOSING STOCK
12:00 AM																SKIMMED OIL
02:00 AM																
04:00 AM																
06:00 AM																

COOP RUNNING HOURS

COOP 1 Hr

COOP 2 Hr

COOP 3 Hr

COOP 4 Hr

MAX PRESSURE Kg/cm²

MIN PRESSURE Kg/cm²

WELL TEST DETAILS

WELL NO	TIME	PROD	RATE	SHOWN	LTP

GCS REPORT

LIFTER RUNNING HOURS

LIFTER 1 Hr

LIFTER 2 Hr

LIFTER 3 Hr

LIFTER 4 Hr

LIFTER 5 Hr

LIFTER 6 Hr

MAX PRESSURE Kg/cm²

MIN PRESSURE Kg/cm²

BOOSTER RUNNING HOURS

BOOSTER 1 Hr

BOOSTER 2 Hr

BOOSTER 3 Hr

BOOSTER 4 Hr

BOOSTER 5 Hr

BOOSTER 6 Hr

MAX PRESSURE Kg/cm²

MIN PRESSURE Kg/cm²

REMARKS AND OBSERVATIONS

FWDP RUNNING HOURS

FWDP 1 Hr

FWDP 2 Hr

FWDP 3 Hr

FWDP 4 Hr

MAX PRESSURE Kg/cm²

MIN PRESSURE Kg/cm²

METHANOL PUMP

RUNNING HOUR Hr

GLYCOL PLANT

RUNNING HOUR Hr

MAX TEMP °C

MIN TEMP °C

Figure Error! No text of specified style in document.-2 Sample Checklist for Installation

Operator Rounds

HAPJAN FIELD								DATE:	
Daily Pressure Checking Report/Well Record Report Sheet									
W. No.	THP	CHP	F/Arm	1st Point	2nd Point	3rd Point	4th Point	5th Point	Flow Line Integrity
H1									
H2									
H3									
H4									
H5									
H8									
H9									
H10									
H13									
H15									
H19									
H21									
H22									
H23									
H28									
H29									
H31									
H38									
H40									
H52									
H54									
H55									
H59									
H60									
H62									
H63									
H64									
H65									
H66									
H67									
H68									
H69									
Bath Heater at HJN28 Plinth									
Bath Heater at HJN29 Plinth									
Bath Heater-1 at Rabarbari									
Bath Heater-2 at Rabarbari									
Bath Heater at HJN39 Plinth									
Bath Heater at HJN56 Plinth									
Bath Heater at HJN63 Plinth									
Bath Heater at HJN64 Plinth									
Bath Heater at HJN65 Plinth									
Bath Heater at HJN67 Plinth									
Bath Heater at HJN68 Plinth									
Bath Heater at HJN69 Plinth									
Choke Checked									
WHTC Sample Collected									
Master Sample Collected									
Remarks									

Figure Error! No text of specified style in document.-3: Data entry format for well head operator rounds

August (Succinyl calflock) CHEMICAL USED

Date	opening stock	use in shift			total	closing stock	Remarks	Sign
		1st	2nd	3rd				
01/08/19	1160	10	10	10	30	1130	800 Lit drawn	Rohit
02/08/2019	1130	10	10	10	30	1100		
03/08/2019	1100	10	10	10	30			
04/08/2019	1070	10	10	10	30			
05/08/2019	1040	10	10	10	30			
06/08/2019	1010	10	10	10	30			
07/08/2019	980	10	10	10	30			
08/08/2019	950	10	10	10	30			
09/08/2019	920	10	10	10	30			
10/8/2019	890	10	10	10	30			
11/8/2019	860	10	10	10	30			
12/8/2019	830	10	10	10	30			
13/08/2019	800	10	10	10	30			
14/08/2019	770	10	10	10	30			
15/8/2019	740	10	10	10	30			
16/8/2019	710	10	10	10	30			
17/8/2019	680	10	10	10	30			
18/8/2019	650	10	10	10	30			
19/8/2019	620	10	10	10	30			
20/8/2019	590	10		10	30			
21/8/19	560	10	10	10	30			
22/8/19	530	10	10	10	30		600 l drawn	Ami
23/8/19	1900	10	10	10	30			
24/8/19	1070	10	10	10	30			
25/8/19	1040	10	10	10	30			
26/8/19	1010	10	10	10	30			
27/8/19	980	10	10	10	30			
28/8/19	950	10	10	10	30			
29/8/2019	920	10	10	10	30			
30/8/2019	890	10	10	10	30			
31/8/2019	860	10	10	10	30			

830

Figure Error! No text of specified style in document.-4: Chemical Dozing

September - 2019 Drenching Pump

Date	Gradual pump 2 motor 2 L/Hrs			Diesel Set Engine 2 L/Hrs			Gradual set pump 2 L/Hrs			Wells	21.5D	High Speed diesel
	From	To	Notes	From	To	Notes	From	To	Notes			
1/9/2019	From	To	Notes	From	To	Notes	From	To	Notes	400		
2/9/2019	8:00 Am	8:05 Am	5 min	8:00 Am	8:30 Am	1/2 hr				400		
3/9/2019	8:30 Am	8:35 Am	5 min	8:30 Am	9:00 Am	1 hr				400	18-5"	
4/9/2019	11 Am	11:05 Am	5 min	11:00 Am	12:00 Am	1 hr				400	16-2"	
5/9/2019	10 Am	10:05 Am	5 min	10 Am	10:30 Am	1/2				400	15-5"	
6/9/2019	8:30 Am	9:35 Am	5 min	8:30 Am	9:30 Am	1	9:30 Am	9:30 Am	1/2	400	15-0"	
7/9/2019	11:00 Am	11:30 Am	1/2	11 Am	11:30 Am	1/2				"	15-0"	
8/9/2019	7:30 Am	7:35 Am	5 min	7:30 Am	8:30 Am	1 hr				400		
9/9/2019	8:00 Am	8:05 Am	5 min	8:00 Am	9:00 Am	1 hr				400		
10/9/2019	8:00 Am	8:05 Am	5 min	8:00 Am	8:30 Am	1 hr				400		
11/9/2019	7:00 Am	7:05 Am	5 min	7:00 Am	8:00 Am	1 hr				400		
12/9/2019	7:30 Am	7:35 Am	5 min	7:30 Am	8:00 Am	1/2 hr				400	14-6"	
13/9/2019	10 Am	10:05 Am	5 min	10 Am	10:30 Am	1/2				400	14-5"	
14/9/2019	8 Am	8:05 Am	5 min	8 Am	8:30 Am	1/2				400	14-2"	
15/9/2019	7:30 Am	7:35 Am	5 min	7:30 Am	8:00 Am	1/2 hr				400		
16/9/2019	8:00 Am	8:05 Am	5 min	8:00 Am	9:00 Am	1 hr				400		
17/9/2019	8:00 Am	8:05 Am	5 min	8:00 Am	9:00 Am	1 hr				400	14-0"	
18/9/2019	7:30 Am	7:35 Am	5 min	7:30 Am	8:00 Am	1/2				400	14-5"	
19/9/2019	8:00 Am	8:05 Am	5 min	8:00 Am	8:30 Am	1/2				400	13-2"	
20/9/2019	7:00 Am	7:05 Am	5 min	7:00 Am	7:30 Am	1/2				400	15-0"	
21/9/2019	8:45 Am	8:50 Am	5 min	8:45 Am	9:45 Am	1 hr				400		
22/9/2019	8:10 Am	8:15 Am	5 min	8:10 Am	9:00 Am	50 min				400		
23												
24												
25/9/2019	10 Am	10:05 Am	5 min	10 Am	11 Am	1 hr	10 Am	11 Am	1	400	11-0"	
26/9/2019	9:00 Am	9:05 Am	5 min	9 Am	9:30 Am	1/2			1/2	400	11-0"	
27/9/2019	8:00 Am	8:05 Am	5 min	8:00 Am	9:30 Am	1 1/2	8:30 Am	9:30 Am	1/2	400	10-0"	
28/9/2019	7:30 Am	8:35 Am	5 min	7:30 Am	8:00 Am	1 1/2			1/2	400	9-8"	
29/9/2019	7:45 Am	7:50 Am	5 min	7:30 Am	8:00 Am	1				400	9-5"	

Figure Error! No text of specified style in document.-5: Drenching Pump

Figure 5:

GAS TEST RECORD OF OCS-4					
DATE	SHIFT	LOCATION	% LEL	Remarks	Competent person sign
15/10/2020	Shift -1	Manifold			
		GU-1			
		GU-2, GU-3, & TU-1			
		TU-2			
		Servo			
		ET-1 & ET-2			
		Stabilizer			
		Master separator			
		10 PSI LPMS			
		Tank dyke			
		FWDP			
		Rotopump			
		Group area / controller			
		TGG controller			
		Office			
	Shift -2	Manifold			
		GU-1			
		GU-2, GU-3, & TU-1			
		TU-2			
		Servo			
		ET-1 & ET-2			
		Stabilizer			
		Master separator			
		10 PSI LPMS			
		Tank dyke			
		FWDP			
		TGG controller			
		Group area / controller			
		Rotopump			
		Office			
	Shift-3	Manifold			
		GU-1			
		GU-2, GU-3, & TU-1			
		TU-2			
		Servo			
		ET-1 & ET-2			
		Stabilizer			
		Master separator	0%		
		10 PSI LPMS	0%		
		Tank dyke	0%		
		TGG controller	0%		
		FWDP	0%		
		Group area / controller	0%		
		Rotopump	0%		
		Office	0%		

Figure Error! No text of specified style in document.-6: Gas Test Record

Weekly Inspection Checklist for OCS, EPS & QPS

Installation :			Date & Time :			Week No:		
----------------	--	--	---------------	--	--	----------	--	--

SN	Description	Yes	No	SN	Description	Yes	No
1.0	Process and piping Area			2.0	Emulsion Treater and Indirect Heater		
a	Functioning of pressure controller			a	Functioning of Temperature controller		
b	Functioning of auto drains of vessels			b	Functioning of auto drains of vessels		
c	Leakage of oil and gas from vessels, valves & piping			c	Functioning of fuel cut off system in auto mode		
d	Functioning of pressure safety relief valves			d	Functioning of pressure gauges		
e	Functioning of pressure gauges and level indicators			e	Adequate lighting-ET shed and IWBH area.		
f	Corrosion observed in pressure vessels			f	Functioning of level indicators		
g	Adequate lighting in process area			g	Sufficient Water level in indirect heaters		

3.0	Crude oil storage tank area	Yes	No	4.0	Crude oil Dispatch pumps	Yes	No
a	Functioning of level gauge of tanks			a	Functioning of Safety Relief valve		
b	Condition of ladders			b	Provision of fire wall in engine & pump		
c	Condition of dyke around the tanks			c	Condition of silencer insulation		
d	Condition of outlet drains/outlet valves in the dyke			d	Condition of guards on moving parts		
e	Functioning of breather valve of the tanks			e	Condition of gauges		
f	Functioning of sprinklers and foam system			f	Crude Oil spillage in pump area		
g	Adequate lighting in tank area			g	Condition of foundation bolts		
h	Spillage/Leakage of oil tank, valves & piping			h	Any vibration observed		
i	Any vegetation observed inside dyke area.			i	Condition of pathway toward CODP		

5.0	Fire Fighting System	Yes	No	6.0	Personal Protective Equipment	Yes	No
a	Inspection of Fire extinguishers at different places at installation			a	Proper clothing being used		
b	Inspection of fire water pump assembly			b	Safety helmet being used		
c	Inspection of Fuel tank and battery of Fire water pump assembly			c	Safety shoes being used by crew		
d	Inspection of Fire water storage tanks for water level and leakages			d	Safety gloves used by crew members		
e	Inspection of Fire water monitors, lines, sprinklers & Hydrants points.			e	Spare helmets available at the site for visitors		

7.0	Safety and Emergency System	Yes	No	8.0	Documentation	Yes	No
a	Inspection of Electrical Siren / Mechanical siren			a	Record of Tool box meeting held		
b	First Aid facility available at site			b	Record of Employee Attendance-Form D		
c	Emergency Eye Wash /Safety showers available			c	Availability of gas testing records		
d	Communication system in working condition			d	Equipment maintenance records		
e	Adequate lighting at all work places			e	Firefighting trained employees records		

Any Other Observation:	
Signature : Name of Competent Person	Signature Name of Installation Manager

Figure Error! No text of specified style in document.-7: Sample Checklist for Installation Operator Rounds

OIL INDIA LIMITED
(A Government of India Enterprise)
HAPJAN GCS, Easter Asset, Digboi
GLYCOL DEHYDRATION PLANT LOG BOOK

Date.....

TIME	CONTRACTOR TOWER							FLASH SEPARATOR		REBOILER		SURGE TANK	FLOW RATE	HEAT EXCH. TEMP. (°F)			PUMPS (PSI)		STRIPPING GAS	RUNNING Hrs.	REMARKS
	PRESS (PSI)		TEMP (°F)			Level	Press (PSI)	Level	Temp (°F)	Level	Level	G.P.M.	To ₁	To ₂	To ₃	P ₁	P ₂				
	Gas In	Gas Out	Gas In	Gas Out	Gly In													Gly Out			
6 AM																					
8 AM																					
10 AM																					
12 Noon																					
2 PM																					
4 PM																					
6 PM																					
8 PM																					
10 PM																					
12 MN																					
2 AM																					
4 AM																					

NAME

SIGNATURE

OPERATOR 1. 1ST.....

2. 2ND.....

3. 3RD.....

Figure Error! No text of specified style in document.-8: Glycol Dehydration Plant Logbook (GCS)

Figure Error! No text of specified style in document.-9: Daily Gas Compressor Plant Report (GCS)

[illegible]

Figure Error! No text of specified style in document.-10: Engine Preventive Maintenance Job Report (GCS)

Figure Error! No text of specified style in document.-11: Compressor Preventive Maintenance Job Report (GCS)

Figure Error! No text of specified style in document.-12:

HAPJAN GCS Compressor Log

Time	Unit :															Unit :																																
	Engine					Compressor					Aerial Cooler					Engine					Compressor					Aerial Cooler																						
	Lube Oil Pressure	Lube Oil Temp.	Engine Jacket Water Inlet Temp.	Engine Jacket Water Outlet Temp.	Fuel Pressure	Engine Vacuum Pressure	Exhaust Temp.	1st Stage Suction Pressure	1st Stage Discharge Pressure	1st Stage Suction Temp.	1st Stage Discharge Temp.	2nd Stage Suction Pressure	2nd Stage Discharge Pressure	2nd Stage Suction Temp.	2nd Stage Discharge Temp.	Lube Oil Pressure	Lubricator Pump Pressure	Lubricator Indicator Status	Lubricator Flow Volume	Oil Cooler Inlet	Oil Cooler Outlet	Fan Status	Lube Oil Pressure	Lube Oil Temp.	Engine Jacket Water Inlet Temp.	Engine Jacket Water Outlet Temp.	Fuel Pressure	Engine Vacuum Pressure	Exhaust Temp.	1st Stage Suction Pressure	1st Stage Discharge Pressure	1st Stage Suction Temp.	1st Stage Discharge Temp.	2nd Stage Suction Pressure	2nd Stage Discharge Pressure	2nd Stage Suction Temp.	2nd Stage Discharge Temp.	Lube Oil Pressure	Lubricator Pump Pressure	Lubricator Indicator Status	Lubricator Flow Volume	Oil Cooler Inlet	Oil Cooler Outlet	Fan Status	Bed Status			
6 AM																																																
8 AM																																																
10 AM																																																
12 PM																																																
2 PM																																																
4 PM																																																
6 PM																																																
8 PM																																																
10 PM																																																
12 PM																																																
2 AM																																																
4 AM																																																

Lube Oil Consumption	Unit			Unit		
	M	E	N	M	E	N
Engine						
Compressor						
Lubricator						

Operator	Sign	Regd. No.
M		
E		
N		

Report:

Figure Error! No text of specified style in document.-13: Compressor Log (GCS)

Ref : C-A/OCS-4/IM-19/151

OCS - 4

MACHINERY INSPECTION REPORT

MONTH- DECEMBER -2019

Sl. No.	Name of Unit	Date of Inspection		Remarks		Sign. of shift-in-charge	Sign of I/MGR
1.	Drenching pump with Engine A. Electrical set. B. Diesel set.	09.12.2019	22.12.2019	O.K	O.K	<i>chit</i>	
2.	Formation water disposal pump/motor A. KP2. B. KP3. C. KP4	09.12.2019	22.12.2019	KP2 - O.K KP3 - U.M KP4 - O.K	do	<i>chit</i>	
3.	Dispatch Pump (CODP) Motor a) National Oil Well Pump no-1 b) Gender Denver Pump no-2	09.12.2019	22.12.2019	CODP1- OK CODP2- OK	do	<i>chit</i>	
4.	A. Roto Pump/ Motor no-1 B. Roto Pump/ Motor no-2	09.12.2019	22.12.2019	RP1 - OK RP2 - S/D	do	<i>chit</i>	
	A. Water Clarification Plant Influent Pump/ Motor no-1 Influent Pump/ Motor no-2	09.12.2019	22.12.2019	Idle (S/D)	Idle	<i>chit</i>	<i>root</i>
	B. Booster Pump/ Motor no-3 Booster Pump/ Motor no-4	09.12.2019	22.12.2019	Idle (S/D)	Idle	<i>chit</i>	
	C. Depurator Motor no-5 Depurator Motor no-6 Depurator Motor no-7 Depurator Motor no-8	09.12.2019	22.12.2019	Idle (to be checked) (S/D)	Idle	<i>chit</i>	
5.	D. Skimming return Pump/ Motor-9 Skimming return Pump/ Motor-10	09.12.2019	22.12.2019	Under Maintenance	do	<i>chit</i>	
	E. Skimming Pump/ Motor-11 Skimming Pump/ Motor-12	09.12.2019	22.12.2019	Idle	do	<i>chit</i>	
	F. Chemical Pump / Motor-13 Chemical Pump / Motor-14	09.12.2019	22.12.2019	Motors OK. Pumps are discarded	Motors O.K. Pumps are discarded	<i>chit</i>	
	G. Blow air Pump/ Motor-15	09.12.2019	22.12.2019	Not in operation due to non availability of Filtration unit	Not in operation due to non availability of Filtration unit	<i>chit</i>	
	H. Back wash Pump/ Motor-16	09.12.2019	22.12.2019			<i>chit</i>	
6.	A. Chemical Pump/ Motor no-1 B. Chemical Pump/ Motor no-3 C. Chemical Pump/ Motor no-4	09.12.2019	22.12.2019	O.K	O.K	<i>chit</i>	

Figure Error! No text of specified style in document.-14: Machinery Inspection Sheet

CA: OCS-4 / IM-20 / 150
Asset Manager(Central)

Dated :07.01.2020

MONTHLY REPORT ON STATUS OF SHUT-IN WELLS
INSTALLTION: OCS-4

Month: DECEMBER-2019

Well No.	Date of Inspection	Status of wellhead & other equipment								Tubg. Press ¹ Kg/cm ²	Casing Press ² Kg/cm ²	Annulus Press ³ Kg/cm ²	Gas Concentration	Reason For shut-in	Live or killed	Remarks (Shut-in Date)	Presse Status
		X-mass Tree	Tubg. Head spool	Casing valves	Annulus valves	Flow line	Gas input line	Security fencing									
NHK # 12	17.12.2019	No	Yes	No	No	No	No	No	Nil	Nil	Abandoned	0 %	abandoned	Killed	August'89	T.B	
NHK # 21	05.12.2019	No	Yes	No	No	No	No	No	Nil	Nil	Abandoned	0 %	Abandoned	Killed	1989	T.A	
NHK # 22	16.12.2019	No	Yes	No	Yes	NO	No	No	Nil	Nil	Nil	0 %	Miscreant stolen arm valve, side valve, top valve	Live	04/09/2013	T.B	
NHK # 28	02.12.2019	No	Yes	No	No	No	No	No	Nil	Nil	-do-	0 %	Very low inflow due to low reservoir permeability	Killed	November'05	T.B	
NHK # 30	11.12.2019	No	Yes	No	No	No	No	No	Nil	Nil	R.C.C	0 %	Data not available	-	-	W	
NHK # 41	07.12.2019	No	Yes	No	No	No	No	No	Nil	Nil	Nil	0 %	Heavy sand ingress	Live	June 2000	W	
NHK # 45	20.12.2019	No	Yes	No	No	No	No	No	Nil	Nil	-do-	0 %	Data not available	Killed	-	T.B	
NHK # 49	13.12.2019	Yes	Yes	Yes	Yes	Yes	Yes	No	Nil	Nil	-	0 %	-	Killed	-	T.B	
NHK # 50	GASWELL	Yes	Yes	Yes	Yes	Yes	-	No	Nil	Nil	-	0 %	Data not available	Killed	-	W	
NHK # 54	06.12.2019	Yes	Yes	No	Yes	No	No	No	Nil	Nil	-do-	0 %	Suspected casing damage	Live	March'88	T.B	
NHK # 59	20.12.2019	No	Yes	No	Yes	No	No	No	Nil	Nil	-do-	0 %	Sand ingress	Live	February'05	W	
NHK # 64	09.12.2019	No	Yes	Yes	Yes	No	No	No	Nil	Nil	-do-	0 %	100% water cut	Live	May'06	T.B	
NHK # 66	GASWELL	No	Yes	No	Yes	No	No	Yes	Nil	Nil	-do-	0 %	Data not available	Killed	Sept'85	W	
NHK # 68	28.12.2019	No	Yes	No	No	No	No	No	Nil	Nil	-do-	0 %	No inflow	Live	January'01	W	
NHK # 72	GASWELL													Killed		W	
NHK # 73	GASWELL													Killed		W	
NHK # 78	04.12.2019	No	Yes	No	No	No	No	No	Nil	Nil	-do-	0 %		Killed		T.B	
NHK # 93	17.12.2019	No	Yes	Yes	Yes	No	No	No	7.5	Nil	-do-	0 %	100% water cut / Poor inflow	Killed	April'89	T.B	
NHK # 94	GASWELL													Killed		T.A	
NHK # 97	06.12.2019	No	Yes	No	Yes	No	No	No	Nil	Nil	-do-	0 %	High water cut	Killed	April'05	T.B	

Figure Error! No text of specified style in document.-15: Monthly Report Shut-In Wells

21/02/2020

Time	T1	Remarks	Time	T2	Remarks	Time	T3	Remarks	Time	Lv/m	Shift	Crew
6 Am	2:65	↓	6 Am	2:19	↓	6 Am	0:17	↓	6 Am	80		P. DOR.
8 "			8 "	2:25		8 "			8 "	83		H. H.
10 "			10 "	2:31		10 "			10 "	86		G. S.
12 Am			12 Am	2:37		12 Am			12 Am	84		
2 Pm	2:65	↑	2 Pm	2:43		2 Pm			2 Pm	79		S. S.
			4 Pm	2:48		4 Pm	0:44	↑	4 Pm	86		A. S.
			6 Pm	2:53					6 Pm	84		
			8 Pm	2:59		5 Pm	1:36	↑	8 Pm	81		
						6 Pm	0:21	↑				
			10 Pm	2:65					10 "	82		
			12 Pm	2:69					12 Pm	83		
			2 Am	2:74					2 "	83		
			4 Am	2:81					4 "	82		
6 Am	2:65	↓	6 Am	2:89	↑	6 Am	0:21	↑	6 "	83		
Shift	Crew	Details of work										
1st	K. D. S. D. S.	5:30 AM Everything remains same as in the p/shift.										
	N. Sonowal	#465, 85, 102, 644, 5 → TPS → ET → Sta B → T2										
		#576, 637, 640, 610, 619, 631, 568 → G.O. → TPS										
		ET → Sta B → T2										
		No deep, No well in w; FWDP KP-4 comd.										
		6:00 AM Checked servo scrubber, HPMS, LPMS & RB										
		Chemical dosing, etc & found OK.										
	(ABDOL WAKIL)	7:30 AM Started both the drenching pumps.										
		1:00 PM Gp. prod'n contd to T-2										
		No deep, No well in w										
		FWDP KP-4 comd.										
		Checked all the vessels & equipments & found OK.										

Figure Error! No text of specified style in document.-16: Logbook

SECTION-IV: Service Level Agreement

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

Penalties shall not be levied in the following cases:

- There is a **Force Majeure** event effecting the SLA which is beyond the control of the Successful Bidder.

b) The non-compliance to the SLA is due to **reasons beyond the control of the Bidder**.

Note: Bidder is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of bidders”, the bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for resolution of Critical Level/ High Level/ Medium Level/ Low Level issues. In case the bidder doesn’t adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

1.1 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:

Sl. 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 bidders, getting the confirmatory details about the same from the bidder and conveying the same to the end user), the services related troubles during the first level escalation.
8	Incidence Resolution	Resolution of incidence as per below priority levels: <ul style="list-style-type: none"> P1 (Critical): Impacting Application/Database servers, handheld

		<p>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.</p> <ul style="list-style-type: none"> • 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 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 • 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 bidder is dependent on OEM and the same must be procured from outside the country. <table border="1"> <thead> <tr> <th>Severity</th><th>Response Time</th><th>Target Resolution</th></tr> </thead> <tbody> <tr> <td>Critical (P1)</td><td>1 hour</td><td>4 Business Hours</td></tr> <tr> <td>High (P2)</td><td>4 hours</td><td>24 Hours</td></tr> <tr> <td>Medium (P3)</td><td>8 hours</td><td>2 Business day</td></tr> <tr> <td>Low (P4)</td><td>24 hours</td><td>3 Business days</td></tr> <tr> <td>Very Low (P5)</td><td>2 Business days</td><td>15 Business Days</td></tr> </tbody> </table>	Severity	Response Time	Target Resolution	Critical (P1)	1 hour	4 Business Hours	High (P2)	4 hours	24 Hours	Medium (P3)	8 hours	2 Business day	Low (P4)	24 hours	3 Business days	Very Low (P5)	2 Business days	15 Business Days
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Medium (P3)	8 hours	2 Business day																		
Low (P4)	24 hours	3 Business days																		
Very Low (P5)	2 Business days	15 Business Days																		

1.2 **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.

1.3 **During Implementation SLA:** These SLAs shall be used to evaluate the timelines for completion of deliverables till Go-Live.

Sl. 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 Non-achievement of SLA Requirement	Any delay in the delivery of the project deliverables (solely attributable to bidder) would attract a liquidated damage per week of 0.5% of the value per week of the services cost as mentioned in commercial bid for first 8 weeks and 1% per week for every subsequent week. If the liquidated damage reaches 10% of the total contract value, OIL may invoke termination clause.

1.4 Post-Implementation Phase:

- i. 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.
- ii. Penalty levied for non-performance as per SLA requirements shall be deducted through subsequent payments due from OIL or through the Performance Bank Guarantee.
- iii. 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
- iv. Where SLA measurement is done on a monthly basis, sum of Liquidated Damages associated with each month shall apply for the quarter.
- v. Performance Liquidated Damages shall be levied for not meeting each SLA.
- vi. Breach of SLAs target shall result in various severity level based on the business impact the component causes to services.
- vii. The severity levels of SLAs and the associated financial Liquidated Damages are defined as per the following table:

Severity	Response Time	Target Resolution	Liquidated Damages as a % of quarterly payment applicable
Critical (P1)	1 hour	4 Business Hours	No Penalty (95-100%)

			2% (<95%)
High (P2)	4 hours	24 Hours	No Penalty (90-100%) 1% (<90%)
Medium (P3)	8 hours	2 Business day	No Penalty (90-100%) 0.5% (<90%)
Low (P4)	24 hours	3 Business days	No Penalty (90-100%) 0.1% (<90%)
Very Low (P5)	2 Business days	15 Business days	0.1%

SECTION-V: Special Conditions of Contract**1.0 Site Visit**

- Bidder 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 Bidder.
- Bidder or their authorized representative may visit the site shortly after the award of contract for finalization of implementation related documentation for OIL's approval.

2.0 Mobilization:

- Mobilization Time, Date of Commencement of the Contract: Contractor / Consultant must mobilize his / her/ their resources (including personnel) within 15 (fifteen) days of issue of Work Order. The date of completion of mobilization of resources (including personnel) by the Contractor / Consultant or 15 (fifteen) days from the date of issue of Work Order, whichever is earlier, will be the Date of Commencement of the Contract.

3.0 Documentation:

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

4.0 Definitions

- "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.
- "Software" refers to all necessary software required for the operator rounds solution implementation and to run in a secured manner. Software includes all operating

software as well as application software as mentioned under section terms of reference and technical specification.

- "Certificate of Completion" means certificate issued by the Company to the bidder stating that the firm has successfully completed the jobs/works assigned to him and submitted all necessary reports as required by the Company.
- "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.
- Duration of experience for evaluation of bidder/ manpower required in this contract, will be considered till original bid closing date, unless stated otherwise.

5.0 Personnel to be deployed by Successful Bidder:

- Bidder warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently. 4.0 The bidder 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 bidder.
- The Bidder should ensure that their personnel observe applicable company and statutory safety requirement. Upon OIL's written request, bidder, entirely at its own expense, shall remove immediately any personnel of the bidder determined by OIL to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.
- The Bidder 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 bidder's personnel in case of emergency at its own establishment on chargeable basis.
- Bidder's key personnel shall be fluent in English language (both writing and speaking).
- Bidder to ensure that the proposed CVs for the project are on bidder's payroll for the last one year atleast from the original bid closing date.
- Bidder 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.
- Bidder 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 8** to execute the project successfully.
- Bidder 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.

6.0 Obligations of Bidder:

- The bidder must supply 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.
- 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.
- On OIL's request, bidder shall remove and replace at their expenses, any of their personnel whose presence is considered reasonably undesirable or performance is found to be poor in the opinion of Company. The Bidder shall provide the supporting staff and labour at their own expenses.
- Bidder 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.
- Bidder 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 bidder's obligations under the contract.
- The bidder 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.
- The bidder 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.
- The bidder shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect. Bidder must take complete responsibility of all safety aspects during the entire execution of the project.

7.0 Confidentiality

- Bidder 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 bidder's personnel likewise keep such information confidential.
- This obligation shall keep in force even after the expiry of the contract period and until such information will be disclosed by OIL.

8.0 Other Conditions

- OIL reserves the right of procuring additional software user licenses at agreed rates, not more than the quoted rates of the Bidders' offer, within five (5) years from date of Go-Live of the solution. The newly procured licenses of the software will be covered under AMC in same terms and conditions as stated in this tender document.
- OIL reserves the right of procuring any of the hardware at mutually agreed rates, not more than the quoted rates of the Bidders' 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.

- The commercial implication of increase in user licenses and data exchange on the cloud infrastructure services needs to be presented by the vendor and has to be approved by OIL.
- 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.
- All payments will be made directly to the successful bidder against invoices raised by the bidder along with supporting documents and at timelines prescribed under section of payment milestones.
- Bidder 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.
- The Bidder 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.
- The Project Leader and Manager deployed on the OIL Project by the vendor must be designated to liaise with OIL for regular interactions, progress review and issue resolution
- 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.
- Project Manager with his team will manage the solution implementation and delivery including
 - Install, test, integrate and document the technology used in the project.
 - Provide walk-thru, acceptance and sign-off on technology.
- The Project Manager will also arrange for the fort-nightly meeting with OIL representatives at Duliajan for the project execution status and future plan. The minutes of the meeting duly signed by the Bidder and OIL representatives need to be documented properly.

9.0 Customs Duty

- The bidder shall primarily and solely be responsible for obtaining customs clearance for importation into India of the equipment, spare parts, consumables, tools etc. in connection with the execution of the work. Any demurrage in this process will be at the bidder's cost.
- OIL shall use the units with the Services under the Contract in the PEL/ML areas renewed / issued to Company after 1.4.1999 and therefore, in terms of Notification No. 21 dated 01.03.2002, goods specified in List-12 imported in connection with petroleum operations under this Contract would attract zero customs duty. Company will issue Recommendatory Letter to Directorate General of Hydrocarbons (DGH), Ministry of Petroleum & Natural Gas, as per Government guidelines for issuance of Essentiality Certificate (EC) from Directorate General of Hydrocarbons, to enable the Bidder to import goods at concessional (Nil) customs duty so as to provide the services under this Contract provided these goods are specified in the List-12 of the aforesaid Notification.
- Bidder should provide the list of items to be imported by them under the Contract in the format specified in **Proforma-A** along with their bid for issuance of Recommendatory Letter to DGH. Bidder shall made written request to Company immediately after shipment of the goods indicated by them in **Proforma-A**, along with the Invoices and all shipping documents (with clear 15 working days' notice)

requesting OIL for issuance of the Recommendatory Letter. OIL shall issue the Recommendatory Letter provided all the documents submitted by the bidder are found in order as per contract. It shall be however, Bidder's responsibility to obtain EC from DGH and clear the goods through customs. OIL shall not be liable in whatsoever manner for the rejection of their claims for zero customs duty by any of the authorities including DGH. Bidder shall indemnify OIL from all liabilities of Customs Duty. All imports and import clearances under the contract shall be done by the bidder and OIL shall not provide any assistance in this regard.

- However, in the event customs duty becomes leviable during the course of contract arising out of a change in the policy of the Government, Company shall be liable for payment of the customs duties leviable in India on Bidder's items as provided in **Proforma-A** or the actuals whichever is less, provided Bidder furnishes all necessary documents indicating the estimated customs duty at least 10 days in advance. Such payment of Customs Duty shall be arranged by OIL and made available to the representatives of bidder at Kolkata within 3 working days after bidder submits the undisputed and clear necessary documents / duty assessment papers at Company's office at Kolkata. Bidder would be responsible for passing such payment to customs authorities at the port of entry. OIL's obligation for Customs Duty payment shall be limited / restricted to the tariff rates as assessed by the Customs on the day of clearance, or as on the last day of the stipulated mobilization period. In case of clearance thereafter, on the CIF value of items in Proforma-A will be frozen and any increase in Customs Duty on account of increase in value on these will be to the Bidder's account. Furthermore, in case the above CIF value is not acceptable to assessing Customs Officer and as a result if any excess Customs Duty becomes payable, it shall be to Bidder's account. Before filing Bill of lading, Bill of entry, the Bidder must consult the Company to avoid payment of excess Customs Duty.
- Bidder shall, however, arrange clearance of such items from Customs and port authorities in India and shall pay all requisite demurrages, if any, clearance fees/charges, port fees, clearing and forwarding agent fees/ charges, inland transport charges etc. Company shall provide all assistance by issuance of necessary letter of authority or other relevant documents and necessary help.
- Bidder must ensure that the spares and consumables imported by them for providing the services under Contract are properly used in executing their job under the Contract in the PEL/ML areas of Company for which EC has been obtained. Bidder shall furnish to Company a certificate as and when the spares and consumables are used/consumed certifying that the spares and the consumables imported by them have been consumed in those ML and PEL areas under the contract for which ECs were obtained by them. In order to avoid any misuse of the spares and consumables imported by the Bidder for providing the services under the Contract, Bidder shall furnish an Undertaking like that being furnished by Company to Customs of suitable amount before issue of the Recommendatory Letter.

10.0 Effective Date: The contract shall become effective as of the date Company notifies Contractor / Consultant in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract

The mobile app and the web version of the software deployed should be in English

11.0 Key Steps of Implementation:

Sl. No	Key Steps	Remarks
	PHASE 1: ACQUIRE RELEVANT HARDWARE, DEVELOP AND DEPLOY TOOL	
1.	Acquire the required handheld devices, system hardware and software licenses for public cloud deployment.	
2.	Solution design: <ul style="list-style-type: none"> Design integrated solution architecture to deliver business and functional requirements. The solution design shall have seamless integration among all the constituent components and shall include the application architecture, user interface, database models, security/user access details, etc. Analyse system requirements and detail the system infrastructure (design specification) including hardware, network communications, software, report/job scheduling, backup, integration, and compatibility with existing IT infrastructure. Align the solution blueprint with designated OIL stakeholders including reviewing the checklists/data entry formats, activity list, workflows, reports etc. for complete coverage of operator rounds and current maintenance activity generation processes. 	
3.	Solution build: <ul style="list-style-type: none"> Develop, integrate all components of the proposed solution, in a manner that all functional and business requirements are captured to build the minimum viable product. Configure data entry forms, checklist, activities for operator rounds to deliver the design document specifications. Build necessary backend databases and enable workflows for activity and information flow across user levels. Set up specific extractions of data from the source systems. Sync mechanism through integration layer with data systems to be created and ensure data accuracy and correctness. Build a user interface for manual data entry (where applicable). The bidder shall endeavour to minimize the requirements of manual entry to bring in the intended efficiencies to the system. Security checking and audits as per OIL requirements Periodic reviews to be done at this stage. 	
4.	Solution test <ul style="list-style-type: none"> Prepare test strategy and test plan to create test cases, test scenarios, test scripts, test results, test summary result and tested build. Impart solution training to nominated users for conducting UAT. Provide test reports and results in form of UAT signoffs Supervise the overall testing by daily/weekly test reporting in terms of project related metrics, defect tracking and reports. 	
5.	Go live and Scale up Shift/migrate the application from Development / Pre-production hosted environment to a fully scaled-up Production/Go Live environment <ul style="list-style-type: none"> Deployment strategy and plan for production environment, Data migration plan 	

Sl. No	Key Steps	Remarks
	<ul style="list-style-type: none"> Go live of the solution at two OCS (Hapjan and Makum) Observation of deployed solution. Design and roll-out Go-live communication, Provide detailed documentation for technology architecture, customizations, software development along with user manual and other reference documents. Scale up to other installations in scope. Support through completion of stabilization, system monitoring, and optimization. 	
	PHASE 2: TRAINING	
6.	Create role-based training videos and detailed documents for operators, field supervisors & installation managers. The videos and documents should be accessible to the relevant role via help feature on the application/portal.	
7.	Train the operators, field supervisor & installation manager of every installation where the operator round will be implemented.	
8.	Assessment process for operators, field engineer & Installation manager. It should be compulsory for operators & field engineer to qualify the assessment. If the candidate fails, they will be provided a prompt till they successfully qualify the assessment.	
9.	Training of zonal manager, surface manger & asset manager on all the features of connected worker through operator round solution.	

12.0 Project Timelines: Timelines of the Contract: Timelines of the project is mentioned under section of project timelines. The project will be structured in three phases:

- Supply of licenses, public cloud infrastructure, Installation commissioning and other implementation services as defined in the scope of work – 22 Weeks
- Warranty period (support and maintenance) – 1-year post Go-Live
- Annual Maintenance Contract – 4 years from end of warranty period support and maintenance (4 years of AMC can be further extended by 1 year)

S1 No.	Major Milestones	Activities	Target Completion Timelines
1.	Project Kick-Off	Interactive meeting to establish communication and administrative protocols for the project and to review the implementation plan.	(T ₀) 15 days from issue of work order. *
2.0	Requirement gathering and analysis	On-site meetings, discussion with stakeholders, complete analysis and freeze requirements	Up to 3 rd week from (T ₀)
3.	Build Prototype/ wireframes	Create wireframes, user stories, prototype, Development of the document workflows & operating	Up to 6 th week from (T ₀)

		steps etc.	
4.	Cloud infrastructure setup and configuration	Procure cloud infrastructure from CSP and set-up & configure the required hardware and software installation, commissioning and carry out integration with existing systems to deploy complete solution.	Up to 8 th Week from (T ₀).
5.	Hardware Procurement	Procure handheld devices and configure to deploy solution.	Up to 10 th week from (T ₀).
6.	Solution deployment and Configuration	Design database, s/w deployment, business logic and workflow build, interface design, checklist configuration etc.	Up to 12 th week from (T ₀).
7.	Testing	Validation & UAT	Up to 16 th week from (T ₀)
8.	Training and Go-Live	Training & documentation Go Live at two installations	Up to 18 th week from (T ₀)
9.	Full scale roll out	Full scale roll-out to cover all installations of eastern asset.	Up to 22 nd week from (T ₀)

*Start of project will be counted from 30 days of LOA or 15 days from the issue of workorder, whichever is later.

13.0 Manpower Requirement: To substantiate the experience asked for, the bidder must submit the relevant CV of the persons who will be associated with OIL for the duration of this entire project. OIL would do due diligence and approve the placement of the person.

The Team proposed to be deployed shall remain unchanged during the contract period unless under unavoidable circumstances. In such a situation, the change will only be permitted with prior written consent of OIL. The new member(s) proposed to be deployed shall also meet the minimum experience as defined in the tender.

Sl. No	Role	Requirement	Required Qualification
1.	Project Leader	1	1. Should have full time MBA/MCA or equivalent degree from a Govt. recognized college/University 2. Should have 15+ years of total work experience 3. Should have led deployment of Digital/IT/OT/automation solutions at 3 or more large clients in last 3 years.
2.	Project Manager	1	1. Should have full time MBA/MCA or equivalent degree from a Govt. recognized college/University 2. Master's degree/ PMP Certification/ PRINCE certification in project management or related field. 3. Should have 10+ years of working experience 4. Evaluate progress and prepare detailed reports 5. Ensure the quality of work as per the required specifications 6. Executed Similar Work in Oil & Gas industry including design, development and deployment of solution.

			<ol style="list-style-type: none"> Experience in implementing proposed product solution at 3 or more large clients in last 3 years Functional knowledge of upstream Oil & Gas onshore operations. Experience managing third-party external business partners and their technical teams in the support & implementation
3.	Technology Architect	1	<ol style="list-style-type: none"> Bachelor's degree in Computer Science, Engineering or related discipline. 8+ years of software development experience and architecting solutions hosted in cloud Experience in implementing proposed product solution at 3 or more large clients in last 3 years Deep understanding of a variety of programming tools and development platforms especially the proposed product solution along with implementation experience of deploying software solutions on public/private cloud Expert in Web Application development using HTML, CSS, JavaScript, database expertise in SQL, My-SQL, creating procedures etc. Experience in integrating with enterprise applications such as SAP and other standard Oil and Gas industry applications like GRPC, PDMS, Online simulation Expertise and in-depth knowledge of enterprise systems, networking modules, and software integration Experience in managing the design and implementation of the system, also providing the development team with architectural blueprints to follow.
4.	Developers	To be proposed by the bidder	<ol style="list-style-type: none"> Bachelor's degree in computer science or related degree 5+ years of hands-on experience developing and designing web applications, interfaces for integration, with SAP, applications and creating front-end forms. Experience in implementing proposed product solution of at least 3 years and developing solutions hosted in cloud Must be a full-stack developer and understand concepts of software engineering Experience working on a variety of software development projects hosted in public/private cloud Deep programming language knowledge Experience with Java Script, Web Technologies, REST and JSON Hands-on experience in integrating multiple systems across platforms SAP, SQL, My-SQL databases, creating procedures, developing triggers Ability to develop unit testing of code components or complete applications

5.	Testing Engineers	To be proposed by the bidder	<ol style="list-style-type: none"> 1. BE/B. Tech/MCA with 3 +years of work experience 2. 3+ years' experience in mobile testing, test automation, security testing, performance testing for solutions hosted in public/private cloud 3. Strong written and verbal communication skills (questioning, listening, writing) 4. Manual and Automated testing (Example Selenium) 5. Develop test environments and test cases for all mechanical and electrical systems for solutions hosted in public/private cloud 6. Analyze test results, detect issues and track root causes 7. Suggest fixes and improvements 8. Document technical issues and solutions 9. Strong written and verbal communication skills (questioning, listening, writing)
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14.0 Payment Milestones:

Sl. No.	Major Heads	Payment Schedule (% of quoted price)
Implementation Services		
1.	Submission of Design and technical documents for web portal, mobile application & backend (URS, SRS, SDD, Architecture & DB design) and the finalized solution design document	20% of the implementation services cost
2.	UAT, Security Audit and Go-live with required integration (2 OCS)	40% of the implementation services cost
3.	Go-Live in all installations of eastern asset	20% of the implementation services cost
4.	Project closure, documentation & knowledge transfer	10% of the implementation services cost
5.	Successful implementation of training plan	10% of the implementation services cost
Hardware supply & commissioning cost		
6.	Post successfully raising the PO for procuring handhelds and other associated hardware (ex: Bar / QR codes etc.)	20% of the hardware cost
7.	Receipt of hardware at Duliajan, Assam	50% of the hardware cost
8.	Set-up, configuration and commissioning of the required hardware and software installation (in 2 installations/OCS)	20% of the hardware cost
9.	Post go-Live in all installations of eastern asset	10% of the hardware cost
Cloud Infrastructure Cost		
10.	On implementation of cloud infrastructure and associated all other services with necessary system	Cloud services cost on monthly basis

	integrations	(minimum of value quoted in section 3.1 & 3.2 of SOR or actual consumption against production of CSP detailed bill)
Supply of Software Licenses		
11.	Provision of software licenses for users.	100% of the license fees
Annual Maintenance		
12.	Quarterly payment of annual maintenance fees	25% of the fixed annual maintenance fees every quarter.

SECTION-V: Annual Maintenance – Terms & Conditions

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

Sl No.	MAINTAINABILITY REQUIREMENTS
1.	Bidder 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 bidder shall depute such expert and the dates and duration of his/her visit may be decided mutually
2.	Bidder 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. Bidder 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 4 years (further extendable by 1 year) and will begin from 2nd year onwards after the expiry of 1-year warranty period. The bidder shall provide software upgrades/updates and necessary maintenance during AMC period at no extra cost to OIL within two (2) weeks from the date of release.
4.	First date for the operation of maintenance contract will start only after successful completion of warranty. Payment against AMC charges will be paid on quarterly basis on completion of every three months AMC period
5.	AMC charges for the 4 years will be considered for commercial evaluation and needs to be submitted in the format mentioned under schedule of rates section.
6.	Bidder must develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its reoccurrence.
7.	Bidder to ensure proactive detection and removal of any virus that may affect the computing, storage, applications, hand devices, systems and communications 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.
8.	Bidder to attend handheld related problems and resolve them by

	repair/replacing the spare or by providing a standby. Bidder should also perform periodic preventive maintenance on handhelds supplied.
9.	Bidder will be responsible to remove bugs that are already identified/ will be identified during the contract period.
10.	Bidder 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 bidder in a timely manner as per defined SLAs
11.	Bidder to support in ticket resolution and technical assistance/discussion wherever required for issues reported by end users/departments for end issues of handheld application/ web portal.
12.	Bidder will ensure as and when required bidder would perform data validation/ correction to enable easy and convenient user experience of frontend of mobile app. The selected bidder will be responsible for data integrity, will also identify the type & nature of data error and reports will be handed over to concerned OIL team or any other nominated agency from OIL for correction and resubmission
13.	Bidder to share by preparing and submitting relevant app metrics with OIL such as Installs, Uninstalls, Active Users, Crashes etc. on a regular basis, Bidder will promptly diagnose and fix the issues reported on priority.
14.	Bidder to ensure adherence to SLA, provide SLA monitoring tool, adherence dashboard to OIL for evaluation of different service level parameters.
15.	Bidder 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 bidder 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.	Bidder shall conduct standard maintenance activities like service packs, updates and upgrades without impact on business. Any update requiring system downtime, bidder will share the downtime window with OIL for approval. Once approved the downtime to be carried out in that time frame. In case of failure the system is to revert to the same state without any defects.
18.	Bidder shall provide software updates or other mitigating controls when vulnerabilities are discovered as part of regular health check.
19.	<p>Bidder shall configure & customize the following as per OIL requirement during the AMC period.</p> <ul style="list-style-type: none"> ▪ User Interface ▪ Integrations ▪ Workflows ▪ Business/decision rules ▪ Reporting hierarchy ▪ Version Management & Rollbacks & so on.
20.	Bidder should build an ability to historize, report and track the changes made in the solution with the details of time, type of change, change details and user related to the change.

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. Bidder shall be responsible for fixing issues raised by third party security Auditor nominated by OIL so that security audit clearance certificate can be issued as per CERT-In requirements.
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.	Bidder is responsible for both planned and unplanned shutdowns. In case of a planned shutdown, bidder needs to get approval from OIL team and convey well in advance of the system downtime. The downtime window will be conveyed by bidder and scheduled maintenance will be carried out during that time period only. Bidder will up the system with business as usual conditions within the downtime window.
25.	System shall have the facility for taking backup of all data whenever required. The frequency of data back-up will be decided by bidder in consultation with OIL team. The recovery of backup and restoration of the software in case of any failure or a required recovery procedure is responsibility of the bidder.
26.	Bidder to ensure any hardware and software issue, failure, breakdown, upgrade, replacement or in any way the hardware/software is not in working condition needs to be resolved by the bidder. The OIL team will log a ticket into the portal provided by the bidder and the same shall be tracked as per the SLA section.
27.	Bidder 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.	Bidder 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.	Bidder will be responsible to configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per finalized policy discussions with OIL. Also, bidder will be responsible for administration, tuning, optimization, planning, maintenance, and operations management for backup and restore.
	Exit Management / Transition Out Phase
30.	Bidder will be responsible to migrate the VMs, data etc., and should ensure decommissioning of data from the existing VMs. Bidder 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.	Bidder needs to provide a comprehensive exit management plan and ensure that all the documentation required for smooth transition including configuration documents are kept up to date and is handed over to the OIL during regular intervals as well as during the exit management process.
33.	Bidder needs to address and rectify the problems with respect to migration of the OIL's application and related IT infrastructure during the transition
34.	Bidder needs to train and transfer the knowledge to OIL and ensure similar continuity and performance of the Services post expiry of the contract.

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

SUB: SAFETY MEASURES

Description of service: Hiring of Services for Connected Worker Project under DRIVE Initiative.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

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

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

1. It will be solely the CONTRACTOR's responsibility to 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 by the sub or sub-sub-contractor.
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.
3. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
4. 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.
5. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
6. 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 noncompliance is corrected.
7. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations pertaining to Health, Safety and Environment.
8. 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.
9. 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.

(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 **Hiring of Services for Connected Worker Project under DRIVE Initiative**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

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

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

Section: 2 - Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

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

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

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9 - Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit/Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section: 8 - External Independent Monitor/Monitors

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

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

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

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

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

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

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

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

Section: 9 - Pact Duration

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

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

Section: 10 - Other provisions

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

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

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

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.

Date .

|

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY/SUBSIDIARY COMPANY/SISTER-SUBSIDIARY/CO-SUBSIDIARY/ MEMBER OF SAME NETWORK OR MEMBER OF SAME GLOBAL FIRM (As the case may be)

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)

This agreement made this ____ day of ____ month ____ year by and between M/s _____ (Fill in the Bidder's full name, constitution and registered office address) hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address of Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm) hereinafter referred to as "Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)" of the other part:

WHEREAS

M/s. Oil India Limited (hereinafter referred to as OIL) has invited offers vide their tender No. _____ for _____ and M/s _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm -(Delete whichever not applicable)] and whereas Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable) represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to OIL for the full scope of work as envisaged in the tender document as a main bidder and liaise with OIL directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable)) undertakes to provide technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender/ Contract for which offer has been made by the Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable) and accepted by the bidder.
3. This agreement will remain valid till validity of bidder's offer to OIL including extension if any and till satisfactory performance of the contract in the event the contract is awarded by OIL to the bidder.

4. It is further agreed that for the performance of work during contract period bidder and Parent Company/Subsidiary Company/Sister-Subsidiary/Co-Subsidiary/Member of same network or Member of same global firm (Delete whichever not applicable) shall be jointly and severely responsible to OIL for satisfactory execution of the contract.

5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by OIL.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)

For and on behalf of
(Parent Company/Subsidiary Company/sister-subsidiary/co-
subsidiary/member of same network or
member of same global firm (Delete
whichever not applicable))

M/s.
Witness:
1)
2)

M/s.
Witness:
1)
2)

PARENT COMPANY/SUBSIDIARY COMPANY GUARANTEE *(Delete whichever not applicable)*

(TO BE EXECUTED ON STAMP PAPER OF REQUISITE VALUE AND NOTORISED)
DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil India Limited, a company duly registered under the Companies Act 1956, having its Registered Office at Duliajan in the State of Assam, India, hereinafter called “OIL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, have, in response to the above mentioned tender invited by OIL, submitted their bid number to OIL with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by OIL at any stage. The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical and such other supports as may be necessary for performance of the work relating to the said tender.

Accordingly, at the request of the Company and in consideration of and as a requirement for OIL to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company/**100% Subsidiary Company** *(Delete whichever not applicable)*) unconditionally agrees that in case of nonperformance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by OIL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to OIL and duly perform the obligations of the Company to the satisfaction of OIL.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and OIL.
4. The liability of the Guarantor, under the Guarantee, is limited to the 50% of the annualized contract price entered between the Company and OIL. This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Parent Company/Subsidiary Company (Delete whichever not applicable))

<u>Witness:</u> 1. Signature _____ Full Name _____ Address _____	M/s _____ Signature _____ Name _____ Designation _____ Common seal of the Company _____
---	--

Witness:
 2. Signature _____
 Full Name _____
 Address _____

Certificate of Compliance of meeting Bid Reject Criteria

(To be submitted by the bidder on its letter head)

To,

GM (Contracts-HoD),
Oil India Limited,
Duliajan,
Assam - 786602

Dear Sir,

This is to notify you that our organization _____ intends to submit a proposal in response to RFP for **Tender No. CDO6232P21** of Oil India Limited. In accordance with the above we would like to declare that:

- We are not in the Holiday list of OIL or its Administrative Ministry, MoPNG.
- We are not black-listed by any Central / State Government / Public Sector Undertaking in India.
- We are not under liquidation, court receivership or similar proceedings.
- We are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016.
- We acknowledge that our bid will stand rejected if our insolvency resolution process or liquidation or bankruptcy proceedings is initiated during any stage of bid evaluation.

Sincerely,

Place:

Signature of Authorized Signatory

Date:

Name of Signatory:

Title of Authorized Signatory

Company Seal:

Curriculum Vitae of Proposed Team Members:

S.N	HEADS	PERSONNEL DETAILS		
1	Role in the Project		Photograph	
2	Name			
3	Name of the Organization			
4	Permanent Address			
5	Highest Educational Qualification			
6	Total Professional Experience (In Years)			
7	Domain Experience	Tenure (in Years)	Remarks (Tools / Modules etc.)	
7.1	Project Management			
7.2	Technology/Data Architecture			
7.3	Development/Integration/Database			
7.4	Cloud Deployment			
7.5	SAP ECC/ABAP			
7.6	Upstream O&G	<add more rows if required>		
8	Experience details in reverse order			
	Name of Organization / Client	Experience Details / Responsibilities	From (Year)	To (Year)
8.1				
8.2				
8.3				
8.4		<add more rows if required>		
9	Educational Background, Training / Certification including institutions, % of marks, specialization areas etc.			
	Degree	University	Year of Award of Degree	
9.1				
9.2				
9.3		<add more rows if required>		

I (Employee Name) S/o (Father's Name) having permanent residence at (Present Address),
am working with M/s (Organization Name) as their employee.

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my
deployment for carrying out contract job in OIL by M/s (Organization Name)

I am an employee of M/s (Organization Name) for all practical purposes and there is no privy of Contract between
OIL and me.

Signature: _____

Place:

Date:

Certified By:

Role in the Organization:

Signature _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s (Name of the Bidder) for the last 03 (Three) completed accounting years upto.....**(as the case may be)** are correct.

YEAR	TURN OVER In INR	NET WORTH In INR

Place:

Date:

Seal:

Membership Number:

Signature

Registration No.:

UDIN:

OIL INDIA LIMITED (A Government of India Enterprise) Duliajan, Assam								
DESCRIPTION OF WORK/SERVICE: Hiring of Services for Connected Worker Project under DRIVE Initiative.								
ANNEXURE-C: PRICE BID FORMAT: E-TENDER No. CDO6232P21								
NAME OF BIDDER								
Bidder's GST No.								
SAC/HSN Code								
Select the benefit sought under the Policy (Use Drop Down List)			Not Applicable					
Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Total Amount (Rs.) Excluding GST	Total Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C)
10	Cloud Infrastructure (IaaS) - Rental	MON	60				0.00	0.00
20	Implementation Services	NO	1				0.00	0.00
30	Supply of QR Codes	NO	343				0.00	0.00
40	AMC Support for 2nd year	NO	1				0.00	0.00
50	AMC Support for 3rd year	NO	1				0.00	0.00
60	AMC Support for 4th year	NO	1				0.00	0.00
70	AMC Support for 5th year	NO	1				0.00	0.00
80	Platform Software License - Perpetual	NO	37				0.00	0.00
90	10" Tablets (Class I, Atex zone1)	NO	33				0.00	0.00
Total Cost							0.00	0.00
								The above cost should be maintained under "Total Bid Value" in the E-Tender Portal

NOTE:
1. The price/rate(s) quoted by the Bidders will be inclusive of all taxes except GST (i.e. IGST or CGST and SGST/UTGST as applicable in case of interstate supply or intra state supply respectively and Cess on GST, if applicable) on the final services. However, GST rate (including cess) to be provided in the respective places in the Price Bid.
2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST(CGST & SGST/UTGST or IGST)
3. 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.
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.
5. 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.
6. Refer to GCC for detail of GST.
7. Refer to SOQ & SCC for Item detail Description.
8. Purchase Preference to MSE's and Purchase Preference Policy (Linked With Local Content) (PP-LC) is NOT applicable against this Tender.
9. Mobilisation Period: 15 (fifteen) days from the date of issue of Workorder.

LIST OF ITEMS (Equipment, Tools, Accessories, Spares & consumable)
TO BE IMPORTED INCONNECTION WITH EXECUTION
OF THE CONTRACT SHOWING CIF VALUE

Srl #	Item Description	Qty /Unit	Rate	Total	Freight & Insurance	CIF Value	Port & other charge	Landed Cost	Is it re-exportable? YES or NO	Year of Mfg.	HSN Code
A	B	C	D	E = C x D	F	G = F + E	H	I = G+H	J	K	L

- (1) The items which are not of consumable in nature and required to be re-exported outside India after completion of the Contract should be indicated as "YES" in column "J".
- (2) The items, which are of consumable in nature should be indicated as "NO" in column "J".
- (3) For estimation of applicable customs duty, the bidders are required to indicate customs tariff code (i.e. HSN Code) of each item in column "L".

Authorised Person's Signature: _____

Name: _____

Seal of the Bidder:

BID FORM

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

Sub: IFB No. CDO6232P21

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

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

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

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

Dated this _____ day of _____ 2021.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

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

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

**TO
GM-CONTRACTS(HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India**

Sir,

SUB: OIL's IFB No. CDO6232P21

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDO6232P21** for **Hiring of Services for Connected Worker Project under DRIVE Initiative.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA LETTER OF AUTHORITY

TO
GM-CONTRACTS(HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: OIL's IFB No. CDO6232P21

We _____ of _____
Confirm that Mr. _____
_____ (Name and Address) is authorised to represent us to Bid,
negotiate and conclude the agreement on our behalf with you against IFB No.
CDO6232P21 for **Hiring of Services for Connected Worker Project under**
DRIVE Initiative for any commercial/ Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

NOTE: This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

BID SECURING DECLARATION
(to be submitted on Bidders's letter head)

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

TENDER NO. CDO6232P21

I/We, the undersigned, declare that:

- 1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.
- 2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Name and Signature of
Authorized Signatory and Company Seal

**[TO BE FILLED-UP/SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited
Contracts Department
Duliajan, Assam - 786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs. _____

E-TENDER NO. CDO6232P21

- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of the Bank _____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:
 - (i) MT 760 / MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract No.) 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.

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

AGREEMENT FORM

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

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

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

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 3% of Annualized Contract value) with validity of 90 (Ninety) days beyond the warranty period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

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

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

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

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

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

Signed, Sealed and Delivered,

For and on behalf of
Company (Oil India Limited)

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

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDO6232P21

**To,
The GM-Contracts(HoD)
Contracts Department,
OIL, Duliajan**

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

**(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE
OFFICIAL LETTER HEAD OF THE BIDDER)**

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

**Ref : Note 'b' under Clause 1.1 Financial Criteria of BEC/BRC of
Tender No. CDO6232P21**

I _____ the authorized signatory(s) of
_____ (Company or Firm name with address) do
hereby solemnly affirm and declare/ undertake as under:

**The balance sheet/Financial Statements for the financial year _____
have actually not been audited as on the Original Bid Closing Date.**

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

COMMERCIAL CHECK LIST**Bidder's Name:** _____**TENDER NO. CDO6232P21**

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2.	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST%
6.	EMD Details: Whether Bid Securing Declaration submitted	
7.	Confirm to Submit PBG as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to 120 (One Hundred Twenty) days from Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact Submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that you have submitted all	

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	documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No.for an amount of INR..... valid up to as per terms and conditions of Tender/Contract No.

BG issuing bank details:-

Bank Branch IFS Code	
Contact Details E-mail Addresses	Mobile Telephone Fax
Correspondence Address H No/Street/City	State Country Pin Code

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No: _____

Encl: Original bank guarantee

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY
(to be submitted on official letter head)

TO
M/s OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: OIL's IFB No. CDO6232P21

M/s _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____ nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature: _____

Name: _____

FORM OF PERFORMANCE BANK GUARANTEE BY SUPPORTING COMPANY

To
M/s OIL INDIA LIMITED (OIL)
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN-786602

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor", which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) had undertaken, in pursuance of Contract No. _____ to execute ----- (Brief Description of the Work) (hereinafter called "the Contract").

Further, M/s _____ (Name of the ultimate parent) having its registered/head office at _____ is the **"Ultimate Parent"** of **"Supporting Company"** M/s..... (Name of the supporting company with address)/M/s..... (Name of the Contractor with address, in case experience is taken from the ultimate parent) (hereinafter referred to as the 'SUPPORTING COMPANY'/ **"ULTIMATE PARENT"**, which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees). Based on the experience/technical strength of the **"Supporting Company"/ "Ultimate Parent"** (whichever is applicable), the CONTRACTOR has qualified for award of contract and has agreed to provide complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above, entered between OIL and the CONTRACTOR and OIL having agreed that the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, shall furnish to OIL a performance guarantee for Indian Rupees/US\$ towards providing complete technical and other support to the CONTRACTOR for successful completion of the contract as mentioned above,

AND WHEREAS we have agreed to give the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the **"ULTIMATE PARENT/SUPPORTING COMPANY"**, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor / **ULTIMATE PARENT/SUPPORTING COMPANY** before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____.

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date: _____

Place: _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

- a. The Bank Guarantee issued by the bank shall be routed through SFMS platform as per the following details:
 - i) "MT 760/MT 760 COV" for issuance of bank guarantee.
 - ii) "MT 760/MT 767 COV" for amendment of bank guarantee.

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to HDFC BANK LIMITED, Duliajan Branch, IFS Code – HDFC0002118, Branch address – HDFC BANK LIMITED, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

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

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Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	1.0	<p><u>BID EVALUATION CRITERIA (BEC)</u></p> <p>The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the Technical Bid.</p>			
1.1 FINANCIAL CRITERIA					
2	1.1.1	Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least Rs. 63,20,000.00 (Rupees Sixty Three Lakh Twenty Thousand only).			
3	1.1.2	<p>Net worth of the bidder must be Positive for the preceding financial/accounting year.</p> <p>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.</p>			

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4	<p style="text-align: center;">Note to BEC Clause 1.1 above</p>	<p>a. For proof of Annual Turnover & Net worth (refer clauses 1.1.1 & 1.1.2 above), any one of the following documents/photocopies must be submitted along with the bid:</p> <p style="padding-left: 40px;">(i) Audited Balance Sheet along with Profit & Loss account.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">(ii) A certificate issued by a practicing Chartered or Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Annexure-X.</p> <p style="padding-left: 40px;">Note: Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates w.e.f. February 1, 2019, issued by Chartered Accountant in Practice.</p> <p>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.</p> <p>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</p>			
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		<p>documentary evidence for the same.</p> <p>d. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para a. and b. above.</p> <p>e. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover & Net worth as mentioned in Para 1.1.1 & 1.1.2.</p>			
<u>1.2 TECHNICAL CRITERIA</u>					
5	1.2	<p>1.2.1 The bidder must have experience in successfully executing/completing at least 01 (One) 'SIMILAR work' of minimum value of Rs. 63,20,000.00 (Rupees Sixty Three Lakh Twenty Thousand only) as part of implementation (solution & services) at one or more sites, under single Contract in previous 07 (seven) years to be reckoned from the original bid closing date in Oil & Gas/Power and Utilities/Metal and Mining industry/ Petrochemical industry.</p> <p>1.2.2 The bidder must have experience in successfully designing, hosting, implementing and maintaining at least 02 (Two) "Similar Work" on public cloud or private cloud in Oil & Gas/Power and Utilities/Metal and Mining industry/ Petrochemical industry.</p>			
6	Note to BEC clause 1.2 above	<p>a. "SIMILAR" nature of work mentioned in Clause No. 1.2 means "Experience of Implementation of field workforce management software for managing operator rounds/ Field Inspection Round or Field Operator Driven Reliability Software System or Software system for automating the work process for Operator Field Rounds or Operations management system for field workforce. Project must include establishing necessary interconnections with the source systems like SAP & Historian etc. Project must include a scope of at-least 30 user(operator) licenses of the software platform involved.</p>			

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		<p>b. For proof of requisite Experience (refer Clause No. 1.2), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid:</p> <p>I. <u>In case work experience is against OIL's Contract:</u> Bidder must submit Job Completion Certificate issued by the company indicating the following:</p> <ul style="list-style-type: none"> A. Work order no./Contract no. B. Gross value of job done C. Period of Service D. Nature of Service <p>II. <u>In case work experience is not against OIL's Contract:</u> Bidder must submit the following:</p> <ul style="list-style-type: none"> A. Contract document showing details of work, AND B. Job Completion Certificate showing: <ul style="list-style-type: none"> (i) Gross value/quantity of job done (ii) Work order no./Contract no. (iii) Nature of job done (iv) Contract period and date of completion <p style="text-align: center;">OR</p> C. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following: <ul style="list-style-type: none"> (i) Work order no./Contract no. (ii) Gross value of jobs/quantity done (iii) Period of Service (iv) Nature of Service <p>c. Only Letter of Intent (LOI)/Letter of Award (LOA), or Work</p>			
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		<p>Order(s) are not acceptable as evidence.</p> <p>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 will only be treated as acceptable experience.</p> <p>e. Following work experience will also be taken into consideration:</p> <p>(i) If the prospective bidder has executed contract in which similar work is also a component of the contract.</p> <p>(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. The work experience falling within the prescribed 07(seven) years reckoned from the original bid closing date will only be considered.</p> <p>(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.</p> <p>Proof of work experience against Para e. (i) and (ii) above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <u>In case requisite experience is against OIL's Contract:</u> Bidder must submit the breakup of similar work and its value/quantity/period mentioning SES No. and copies of all relevant SES.</p>			
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		<p>II. <u>In case requisite experience is NOT against OIL's Contract:</u> 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).</p> <p>Proof of work experience against Para e. (iii) above, to satisfy a) similar work b) minimum prescribed value/quantity/period c) prescribed period of 07 years, to be submitted as below:</p> <p>I. <u>In case requisite experience is against OIL's Contract:</u> Bidder must submit the following:</p> <p>A. Breakup of similar work</p> <p>B. SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following:</p> <p style="padding-left: 40px;">(i) Work order no./Contract no.</p> <p style="padding-left: 40px;">(ii) Gross value of job done</p> <p style="padding-left: 40px;">(iii) Period of Service</p> <p style="padding-left: 40px;">(iv) Nature of Service</p> <p>II. <u>In case requisite experience is not against OIL's Contract:</u> Bidder must submit the following:</p> <p>A. Breakup of similar work</p> <p>B. Contract document showing details of work.</p> <p>C. LOA/LOI/Work order showing:</p> <p style="padding-left: 40px;">(i) Gross value of awarded</p> <p style="padding-left: 40px;">(ii) Nature of job awarded</p> <p style="padding-left: 40px;">(iii) Contract no./Work order no.</p>			
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		<p>(iv) Contract period and date of completion</p> <p>D. Certificate of Payment (COP)/SES (Service Entry Sheet) up to the previous month of the original bid closing date of this tender issued by the company indicating the following:</p> <p>(i) Work order no./Contract no.</p> <p>(ii) Gross value of job done</p> <p>(iii) Period of Work Done</p> <p>(iv) Nature of Service</p> <p>f. In case of similar work executed through ‘sub-contracting’, the bidder shall submit relevant documents as mentioned under para ‘b’ and/or ‘e’ above, issued directly by the client organization/end user, along with confirmation towards consent of the client organization/end user for allowing ‘sub-contracting’.</p> <p>g. SIMILAR work executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC. Also, any bidder who is extending support by way of entering into consortium/collaboration agreement or MOU with another party cannot be considered as experience for the purpose of meeting BEC.</p> <p>h. 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 Para 1.2.</p> <p>i. 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 (Customer Name, Contact Details, WO/PO number, Executed Value, Brief scope of the project, Completion date, bill of materials, modules purchased), issued by CEO / CFO / Managing Director/Authorized Signatory of the company along with a declaration</p>			
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		<p>that the bidding company is not in a position to submit the required documents owing to the NDA. with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (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.</p> <p>j. Normally experience of the bidder shall be preferred. However, if the bidder is submitting experience of its subsidiary/parent/sister-subsubsidiary/co-subsubsidiary/ member of same network or member of same global firm, it may be considered provided a certificate is given by the bidder mentioning that they would be providing resources/expertise from them as and when required to fulfil the commitments in format XX. Such bidders shall submit following in addition to the documents specified in para 'b', 'e', 'k' & 'l'.</p> <p>i. Undertaking by the subsidiary/parent/sister-subsubsidiary/co-subsubsidiary/ company to provide a Performance Security (as per format and instructions enclosed at PROFORMA-K), equivalent to 50% of the value of the Performance Security which is to be submitted by the bidding company in case the bidding company is the successful bidder.</p> <p>ii. In cases where subsidiary/parent/sister-subsubsidiary/co-subsubsidiary 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.</p> <p><u>k. ELIGIBILITY CRITERIA IN CASE BIDS ARE SUBMITTED ON THE BASIS OF EXPERIENCE OF THE PARENT/SUBSIDIARY COMPANY:</u></p>			
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		<p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in clause nos. 1.2 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-subsidiary company or through any other arrangement like Technical Collaboration agreement.</p> <p>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 Parent/Subsidiary Guarantee (as per format enclosed as Annexure-VI (b)) from the parent/subsidiary company to OIL for fulfilling the obligation under the Agreement, along with the technical bid.</p> <p>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.</p> <p><u>1. ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF EXPERIENCE OF SISTER-SUBSIDIARY/ CO-SUBSIDIARY COMPANY:</u></p> <p>Offers of those bidders who themselves do not meet the experience criteria as stipulated in Clause Nos. 1.1 & 1.2 can also be considered based on the experience criteria of their sister-subsidiary/ co-subsidiary company within the ultimate parent/ holding company subject to meeting of the following conditions:</p>			
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		<p>i. Provided that the sister-subsubsidiary/ co-subsidiary 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.</p> <p>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.</p> <p>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.</p> <p>iv. 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.</p> <p>m. Offer from Joint Bidders/Consortium will not be acceptable.</p>			
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8	1.3	The bidder should be registered under Companies Registration Act 1956 or 2013 for at least 3 years as on last date of submission of bids. Bidder shall submit copy of Certificate of Incorporation along with their technical bid.			
9	1.4	Bidder should be the IPR (Intellectual Property Rights) Owner / Original Licensor or Subsidiary of IPR owner / Original Licensor of the field workforce management software proposed for implementation. (Original Licensor / IPR Owner is defined as the company holding field workforce software licensing rights and controlling software development cycle). In this regard, the bidder shall submit Certificate from the CEO/MD/Authorized Person 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.			
10	1.5	The proposed software must have undergone major version upgrades and regular update in the last 3 years. Bidder shall submit Version release notes/ Upgrade notes certified by CEO/MD of the organization.			
11	1.6	<p>The bidder should have following certifications:</p> <ul style="list-style-type: none"> • CMMI level 5 certification of the latest version for its software development <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • ISO 9001:2015 certificate. <p>Bidder must submit copy of the certification along with the technical bid.</p>			
12	1.7	Bidder should submit a 'No Deviation Certificate' against the terms and conditions mentioned in the Tender. In this regard, bidder must submit Certificate from CEO/MD of the organization as per Proforma-II.			

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13	1.8	Bidders should not be under a declaration of ineligibility for corrupt & fraudulent practices issued by Government of India. Bidder shall submit self-declaration in this regard.			
14	1.9	Bidders should have registered offices in India. Copy of PAN, GST registration, PF Registration and Firm Registration in this regard shall be submitted along with the technical bid.			
15	1.10	The bidder should have total workforce >500 comprising of Business Analysts, Project Managers, UI/UX engineer, Functional expert for O&G domain and Technical Architect for successful delivery of the project within specified timelines as on date of issue of tender. Bidder shall submit certificate from CEO/MD/ Authorized signatory of the organization in this regard			
16	1.11	The bidder should commit a dedicated team of client servicing resources till successful completion of the project in time bound manner. Bidder shall submit certificate from CEO/MD/ Authorized signatory of the organization in this regard.			
17	1.12	<p>Project Leader (to be assigned on the OIL Project) should have:</p> <ul style="list-style-type: none"> • 15+ years' of relevant work experience • Led deployment of automation and digital solutions at 3 or more projects in last 3 years. <p>In this regard bidder shall 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.</p>			
18	1.13	<p>Project manager (to be assigned on the OIL Project) should have:</p> <ul style="list-style-type: none"> • 10+ Years' of relevant work experience 			

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		<ul style="list-style-type: none"> Executed Similar Work in Oil & Gas industry including design development and deployment of solution. Functional knowledge of upstream Oil & Gas onshore operations. Master's degree in Project Management or PMP Certification PRINCE2 certification. <p>Project Manager should be deployed on the project full time and should take care of the timeliness and quality of the solution delivery.</p> <p>In this regard bidder shall 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.</p>			
19	1.14	<p>Technology architect (to be assigned on the OIL Project) should have:</p> <ul style="list-style-type: none"> Bachelor's degree in Computer Science, Engineering or related discipline. 8+ years of experience software development experience architect solutions Experience in implementing proposed product solution at 3 or more large clients in last 3 years Experience in integrating with enterprise applications such as SAP and other standard Oil and Gas industry applications like GRP, PDMS, Online simulation software etc. <p>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.</p> <p>In this regard bidder shall submit the CVs of all the Team Members proposed to be deployed for this project duly certified by CEO/Country</p>			

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		Head / Chief Operating Officer OR by any Partner holding the Power of Attorney along with the bid			
20	1.15	<p>Bids from following types of bidder will not be accepted</p> <ul style="list-style-type: none"> • Who are in the Holiday list of OIL or its Administrative Minis MoPNG. • Who are under liquidation, court receivership or similar proceeding • Bidder(s) who are undergoing insolvency resolution process liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code). • Bidder(s) whose insolvency resolution process or liquidation bankruptcy proceeding is initiated under the Code at any stage evaluation of the bid. <p>In this regard bidder must submit Self-Declaration in format duly certified by CEO/Country Head / Chief Operating Officer OR by any Partner holding the Power of Attorney along with the bid as per Annexure C1.</p>			
21	1.16	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.			
22	1.17	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
23	1.18	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			

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		amounts in words shall prevail and will be adopted for evaluation.			
24	1.19	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.			
25	1.20	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.			
26	1.21	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.			
27	1.22	<u>PURCHASE PREFERENCE CLAUSE:</u> Purchase Preference to MSE's and Purchase Preference Policy (Linked With Local Content) (PP-LC) is NOT applicable against this Tender.			
28	1.23	<p><u>EVALUATION METHODOLOGY:</u> 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</p> <p>i. Bids shall be evaluated both in terms of QUALITY as well as Quoted Price i.e. Combined Quality & Cost Based Selection (QCBS) methodology. The relative weightage assigned for Quality is 70 and the weightage for the Quoted Price is 30 i.e. (Quality: Quoted Price = 70:30)</p> <p>ii. The marks allocated against various sub-sections under 'Quality' of Bid shall be as hereunder:</p>			

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Computation Table				
Sr No.	Criteria	Unit Marks	Max Marks	Supporting Document
A	Organization Experience Evaluation			
1.	Number of “Similar Work” implemented in India or abroad by bidder/ subsidiary /parent company with project value >= INR 2,72,75,000 (Two Crore Seventy-Two lakhs and Seventy-Five thousand) in the last 7 years (<i>excluding those done for clients in upstream Oil & Gas industry</i>)	a) <2 = 0 Marks b) 2 - 5 = 7 Marks c) 6-7 = 14 Marks d) >7 = 20 Marks	20 Marks	As defined under Notes to BEC Clause 1.2 above.
2.	Number of “Similar Work” implemented in India or abroad by bidder/ subsidiary /parent company with project value >= INR 2,72,75,000 (Two Crore Seventy-Two lakhs and Seventy-Five thousand) in the last 7 years only for clients in upstream Oil & Gas industry	a) 1 = 5 Marks b) 2-3 = 10 Marks c) >=4 = 15 Marks	15 Marks	As defined under Notes to BEC Clause 1.2 above.

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		<p>3. Number of digitization projects delivered in the field of Oil and Gas (upstream, midstream and downstream) in India by the bidder with project value \geq INR 1,25,00,000 (One Crore Twenty-Five lakhs) in the last 7 years.</p> <p>Digitization projects should be done in either of the following fields:</p> <ol style="list-style-type: none"> 1. Deployment of a Process Historian / data gateway fetching data from a Control system. 2. Asset Performance Monitoring 3. Advanced process control 4. Supply Chain management 5. Process Simulation 6. Process/Workflow Automation. 7. Data Warehouse creation 	<p>a) 1-7 = 5 Marks</p> <p>b) 8-14 = 7 Marks</p> <p>c) ≥ 14 = 10 Marks</p>	<p>10 Marks</p>	<p>As defined under Notes to BEC Clause 1.2 above.</p>			
		<p>4. Experience of project manager in leading “similar work” in India or abroad over the last 7</p>	<p>a) < 2 = 0 Marks</p> <p>b) 2 – 3 = 3</p>	<p>05 Marks</p>	<p>Experience certificate with details</p>			

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			years calculated from original bid closing date.	Marks c) $\geq 4 = 5$ Marks		of the project and client details (including contact number and email ID) certified by CEO/MD is required.			
		5.	Experience of technology architect in leading “similar work” in India or abroad over the last 7 years calculated from original bid closing date.	a) $< 2 = 0$ Marks b) $2 - 3 = 3$ Marks c) $\geq 4 = 5$ Marks	05 Marks				
		6.	Major upgrades of the proposed software solution during the last three (3) years preceding from the original bid closing date.	a) < 2 Upgrades = 0 Marks b) ≥ 2 Upgrades = 5 Marks	05 Marks	Version release notes/ Upgrade notes certified by CEO/MD/ CTO of the organization.			
		Total			60 Marks				
		B	Presentation and Tool Demonstration						
		7.	Understanding of project scope. Understanding of OIL's Field Rounds/activity management and other requirements Compliance to requirements		5 Marks				

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			mentioned in scope of work section.						
		8.	Detailed approach, technology architecture and implementation plan addressing OIL's requirements and meeting timelines for key deliverables.		10 Marks				
		9.	<p>Functionalities of the tool proposed based on (but not limited to) following parameters:</p> <ol style="list-style-type: none"> 1) Type and quality of User Interface including ease of operation, Ease of Usage & Customization of checklists and reports, 2) Modular approach making it convenient to add modules later 3) Availability of offline and online mode of the proposed solution. 4) Interconnections with multiple 		10 Marks				

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			source systems and databases in future, if required. (ex: Historian and SAP)						
			5) Uniformity of the configuration methodology and user interface across web and mobile based application.						
			6) Ease of scalability and coverage of multiple users in future.						
		10.	Demonstration of user role functionality in Web portal & Mobile App (Bidder may select sample mentioned features and demonstrate the same)		10 Marks				
		11.	Detailed approach of change management and training plan.		05 Marks				
		Total			40 Marks				
<p><u>Note:</u></p> <p>I. It shall be the bidder's responsibility to ensure submission of unambiguous/clear and sufficient documentary evidence in support of</p>									

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		<p>the evaluation criteria.</p> <p>II. 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.</p> <p>iii. A bid shall have to meet the Minimum Qualifying Marks of 60 marks in 'Quality' Criteria. Bids not meeting the minimum qualifying marks in 'Quality' Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.</p> <p>iv. 'Qualified Bids' (meeting the minimum Qualifying Marks of 60 in 'Quality' Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:</p> <p>a. Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST/UTGST or IGST).</p> <p>b. Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Bid format.</p> <p>v. To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:</p> <p>i. An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 60 in 'Quality' Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:</p>			
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		$B = \frac{C_{low}}{C} \times 100 \times X + \frac{T}{T_{high}} \times 100 \times Y$ <p>where,</p> <p>C = Evaluated Bid Price of the bidder</p> <p>C_{low} = The lowest of the evaluated bid prices among the responsive bids</p> <p>T = The total marks obtained by the bidder against 'Quality' criteria</p> <p>T_{high} = The total marks achieved by the best bid among all responsive bids against 'Quality' criteria</p> <p>X = 0.3 (The weightage for 'Quoted price' is 30)</p> <p>Y = 0.7 (The weightage for 'Quality' is 70)</p> <p>Note: The Evaluated Bid Score (B) shall be considered upto two decimal places.</p> <p>ii. Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B).</p> <p>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.</p> <p>iv. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.</p>			
29	1.24	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.			

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		However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.												
30	1.25	<p>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.</p> <p>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.</p>												
31	1.26	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.												
32	1.27	<p>1.27.1 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:</p> <table><tr><th>Sl. No.</th><th>Name of Independent Inspection Agency</th><th>Contact E-mail ID</th></tr><tr><td>i.</td><td>M/s. RINA India Pvt. Ltd.</td><td>a. ssd@rina.org b. Andrea.Vattuone@rina.org</td></tr><tr><td>ii.</td><td>M/s. Dr. Amin Controllers Pvt. Ltd.</td><td>a. rkjain@rcaindia.net b. info@rcaindia.net</td></tr></table>	Sl. No.	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			
Sl. No.	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												

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		iii.	M/s. Germanischer Lloyd 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 (India) Private Limited	a. udit.chopra@bureauveritas.com 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			

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			<p>om</p> <p>h. labhanshu.sharma@bureauveritas.com</p> <p>i. pramodkumar.yadav@bureauveritas.com</p> <p>j. sonal.lad@bureauveritas.com</p> <p>k. bvindia.corporate@in.bureauveritas.com</p>			
			<p>1.27.2 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.</p> <p>1.27.3 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 alongwith 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.</p>			

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		<p>1.27.4 The methodology of inspection/verification of documents is broadly as under but not limited to:</p> <p>(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.</p> <p>(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.</p> <p>(c) Verification of documents (but not limited to) are normally categorised as under:</p> <p>➤ General Requirement:</p> <ul style="list-style-type: none"> • Check Bidder's PAN Card • Check Bidder's GST Certificate • Check ITR of company • Check Bidder's Certificate of Incorporation – Domestic Bidder. 			
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		<p>➤ Additional Documents : (If applicable against the tender)</p> <ul style="list-style-type: none"> • 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 <p>➤ Technical Criteria</p> <ul style="list-style-type: none"> • 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. <p>➤ Financial Criteria</p> <ul style="list-style-type: none"> • Check and verify Audited Balance Sheet/CA certificate • To check the Line of Credit, if incorporated in the tender. <p>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.</p>			
2.0 <u>BID REJECTION CRITERIA (BRC):</u>					
33	2.1	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.			
34	2.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			

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35	2.3	Bid Security is not applicable against this tender. However, bidders shall submit along with their bid a signed “Bid Securing Declaration” (Proforma-V) accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit performance security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.			
36	2.4	Bid Documents/User Id & Password for OIL's E-Tender portal are not transferable.			
37	2.5	Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail will not be accepted.			
38	2.6	Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.			
39	2.7	Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
40	2.8	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
41	2.9	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 Un-priced Techno-Commercial Bid as per tender requirement under "Technical Attachment" Tab Page only.			

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42	2.10	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p> <ul style="list-style-type: none"> (i) Firm price (ii) EMD/Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee/Security deposit (vi) Delivery/Completion Schedule (vii) Scope of work (viii) Guarantee of material/work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration/Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact 			
43	2.11	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.			
44	2.12	Bid received with validity of offer less than 120 (One hundred Twenty) days from the bid opening date will be rejected.			
45	2.13	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “ Part-VI/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			

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		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.			
46	3.0	<p><u>GENERAL:</u></p> <p>3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.</p> <p>3.2 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 or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.</p> <p>3.3 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.</p> <p>3.4 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.</p> <p>3.5 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.</p>			

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