



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgapur, Assam

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Noida – 201301, U.P.
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SECTION - I

COVERING NOTE

Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Two Bid System through its online e-procurement portal, from experienced and competent domestic bidders for **Cloud based storage services for file storage, syncing and Sharing.**

1.0 Bidders are requested to submit your most competitive bid well before the scheduled Bid Closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

i)	Service Description	Cloud based storage services for file storage, syncing and Sharing
ii)	Tender No.	: CLI7745P19 Dated 20.04.2018.
iii)	Type of Bid	: Single Stage Two Bid System
iv)	Tender Fee	: Rs.1000.00 (Non-refundable) Payment for tender fee should be made only through online gateway mode by using credit card/debit card or net banking and no other instrument (Cash/ Cheques /Cashier cheque, etc.) will be acceptable. Tender Fee will be accepted by OIL till 17.05.2018 (Up to 5.15PM). New vendors who are not registered with OIL and interested to participate in the tender, are required to submit their application by e-mail to Anurag_g@oilindia.in for issue of USER ID & PASSWORD. Applicant must mention their address, e-mail ID and Contact No. clearly in their application. On receipt of their request, OIL will create vendor ID and system generated user ID and Password will be sent by the system to the registered e-mail ID of applicant. On creation of vendor Code only, the bidder can

		<p>pay tender fee online. Therefore, new vendors should complete the necessary vendor registration process well in advance so that they can pay tender fee on or before 17.05.2018 (up to 5.15 P.M.)</p> <p>Further, New vendor can obtain User ID and Password through on-line vendor registration system and can pay on-line subsequently.</p> <p>Bidders claiming waiver of tender fees, shall apply with documentary evidence as mentioned Para no.3.1 below on or before 17.05.2018 (Up to 5.15 P.M.)</p>
v)	Technical Bid Closing Date & Time	:22.05.2018 (02.00 PM)
vi)	Technical Bid Opening Date & Time	:22.05.2018 (03.00 PM)
vii)	Bid to be submitted	: Through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal
viii)	Bid Opening Place	:OIL House, Plot No. 19, Sector-16A, NOIDA 201 301, UTTAR PRADESH.
ix)	Bid Validity	: Bids shall remain valid for 120 days from the bid closing date.
x)	Bid Security amount	<p>: Rs.42,700.00 (non-interest bearing)</p> <p>The Bid Security should be submitted in any of the following forms:</p> <p>a. DD / Bank draft / Cashier cheque in favour of OIL INDIA LIMITED and payable at NOIDA.</p> <p>b. Bank Guarantee (in specified format) issued by Nationalized / Scheduled Bank. Bank Guarantee shall be valid for 150 days from scheduled bid closing date i.e. till 17.10.2018.</p> <p>c. Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p>d. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee/ DD /Cashier cheque, the original hard copy of Bid Security should reach the above office of Chief General Manager (Contracts & Purchase) by 02.00 PM (IST) on the bid closing /opening date otherwise bid will be rejected.</p>

		<p>e. A scanned copy of Bid Security document should also be uploaded along with the Un-priced Technical Bid documents.</p> <p>f. No other mode of payment will be accepted by the Company.</p> <p>g. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>Notes:</p> <p>i. Bidders claiming waiver of Bid Security, shall submit their request to the Tender Inviting Officer (Contact No. & e-mail ID provided in the RFX parameters of the e-tender) with documentary evidence as mentioned Para no. 3.1 below for issue of user ID & Password.</p> <p>i. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected.</p>
xi)	Amount of Performance Security	:10% of the annualized Contract Value excluding taxes payable by OIL
xii)	Duration of Contract	:3 (three) years

2.0 Bidders interested to participate in the subject e-Tender can also send their application showing full address, e-mail ID, Contact No. & GSTN Details to following Address for issue of USER ID & PASSWORD :

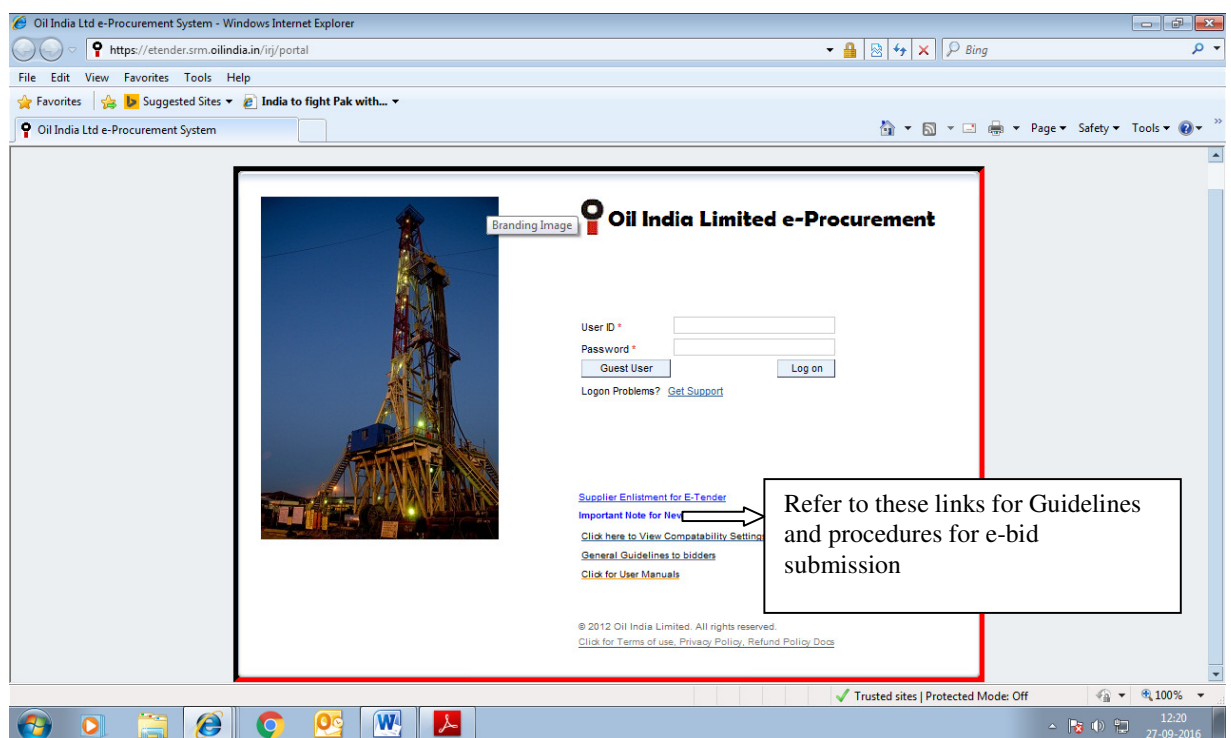
Chief General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16A,
NOIDA –301201(U.P)

3.0 Vendors already having USER ID / PASSWOPRD for e-tender portal of OIL can pay tender fee through the Payment Gateway.

3.1 **EXEMPTION OF TENDER FEE & BID SECURITY :**

a) Central Govt. departments, Central Public Sector undertakings are exempted from submitting Tender Fee & Bid Security.

- b) Bidders, who are Micro and Small Enterprises 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(NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Tender Fee & Bid Security. Bidder shall upload copy of the valid registration certificate issued by the authorities as above and indicating the category of services, category of enterprises and the monetary limit for which they are registered, along with their Technical bids.
- 4.0 This tender is invited under SINGLE STAGE TWO BIDS SYSTEM. The prescribed Bidding Format for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of tender are uploaded under Technical RFX.
- 5.0 Bidders are requested to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements, guidelines and procedure for OIL's e – tenders. A screen shot of the OIL's e-portal is given below for ready reference:



- 6.0 Online Bids should be submitted latest by 14:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief General Manager(C&P) in the presence of authorized representative of the bidders.

- 7.0 PURCHASE PREFERENCE: Purchase Preference (Linked to Local Content) if allowed, will be applicable as per latest Govt. Guidelines against this tender. Please refer to Annexure-II. Bidders to take note of the same and quote accordingly. It is the bidder's responsibility to submit necessary documents from the Competent Authority to establish that they are eligible for purchase preference against this tender.
- 8.0 Interested bidders may contact the following person for any technical clarifications etc. against the tender:

Mrs. Mousumi Deka, Deputy General Manager (IT)
OIL INDIA LIMITED
Sec – 16A, Film City, Noida-201301, U.P.
Mobile No. - +91-8800227398

- 9.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc. vendors should contact OIL's ERP MM Dept. at Duliajan, Dibrugarh Dist., Assam at following:

Tel Nos. = 0374-2807178 / 0374-2804903; Email id = erp_mm@oilindia.in.

Office Timing: 07.00 AM-11.00AM & 12.30PM -3.30PM (From Monday to Friday)

: 07.00AM – 11.00AM (on Saturday)

- 10.0 All addenda, Corrigenda, time extension etc. to the tender will be hosted on above website and e- portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

We now look forward to your valuable offer through OIL's e-portal against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Ms. Anurag Gohain)
Chief Manager(C&P)
For Chief General Manager (C & P)
For Chairman & Managing Director

(END OF SECTION -I)

S E C T I O N – II

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENTS

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

- a) A Covering Note (SECTION-I) highlighting the following points:
 - i) Oil India Limited's Tender No.
 - ii) Type of Bidding
 - iii) Bid closing date and time.
 - iv) Bid opening date, time and place.
 - v) Bid submission place and opening place
 - vi) The amount of Bid Security
 - vii) The amount of performance guarantee.
 - viii) Contract Period.
- b) Instructions to Bidders (SECTION - II)
- c) General Terms and Conditions (SECTION - III)
- d) Scope of Services (SECTION - IV)
- e) Special Terms and Conditions(SECTION-V)
- f) Bidding Format (SECTION - VI)
- g) Bid Rejection Criteria /Bid Evaluation Criteria (BRC/BEC)-(SECTION - VII)
- h) Public procurement policy for MSEs (Annexure-I)
- i) Purchase Preference Policy-linked to Local Content (Annexure-II)
- j) General HSE Points (Annexure-III)
- k) Sample Certification letter from Cloud Service Provider(Appendix-A)
- l) Format for Agreement Between Bidder (100% subsidiary) and their parent company (Appendix-B)
- m) Format for parent company (OEM) Guarantee (Appendix-C)
- n) Sample Authorization letter from OEM (Appendix-D)
- o) Technical Compliance Sheet (Appendix-E)
- p) Statement of Non-Compliance (PROFORMA-I)
- q) Bid Security Form (PORFORMA-II)
- r) The Performance Security Form (PORFORMA- III)
- s) Sample Form of Agreement (PROFORMA-IV)
- t) Certificate of Annual Turnover and Net worth ((PORFORMA-V)
- u) Commercial Checklist (PROFORMA-VI)
- v) Technical Checklist (PROFORMA-VII)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their bid.

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 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 Document through an Addendum //Corrigendum.
- 3.2 The Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

- 4.1 The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under Single stage Two Bid System and shall comprise of following components:
- i. Documentary evidence establishing Bidder's eligibility in accordance with the Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC) (SECTION-VII)
 - ii. If Bid Security is submitted in the form of Bank Guarantee/DD/Cashier cheque, a scanned copy of the Bid Security in accordance with Para 8.0 below should be uploaded along with the Technical bid document. ***(Original hard copy of Bid Security should reach the Office of Chief General Manager (Contracts & Purchase), NOIDA before Bid closing date and time.***
 - iii. Statement of Non- compliance as per PROFORMA-I
 - iv. Rates as per the bidding format provided in SECTION –VI.
 - v. Commercial Checklist as per PROFORMA-VI & Technical Checklist as per PROFORMA-VII.
 - vi. Technical compliance sheet as per Appendix-E
 - vii. All other Document required as per PP Policy for MSEs and PP-LC Policy, wherever applicable.

6.0 BID PRICE:

- 6.1 Prices should be quoted through OIL's e - Portal filled in Bidding Format provided in SECTION – VI to be uploaded as attachment to the Bid.
- 6.2 Rates quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 6.3 All statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by the Contractor and the amount of the contract payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the quoted prices submitted by the bidder. Applicable GST and Cess, if any should be shown separately in the bidding format.

Evaluation and comparison of bids shall be made accordingly. 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.

- 6.4 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that Original Bid Security which is to be submitted in a sealed envelope in the Tender Box located at the office of Chief General Manager(C&P) must be submitted on or before the bid closing date and time failing which the offer shall be rejected.

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 7.1 These are listed in Bid Rejection Criteria of Section –VII

8.0 BID SECURITY:

Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the "Covering Note".

- 8.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 8.7 below.
- 8.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the Bid document and shall be in any one of the following forms :
 - a) A Bank Guarantee in the prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.

Bank Guarantee issued by banks in India should be on non-judicial stamp paper of requisite value as per Indian Stamp Act, purchased in the name of issuing Banker.

Bank Guarantee shall be valid for 150 days from the scheduled bid closing date.

Bank guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.

Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

- b) Demand Draft, Banker's Cheque drawn in favour of OIL INDIA LIMITED and payable at NOIDA.
- c) Online direct deposit of Bid security amount in OIL's bank account through e-procurement portal in case of e-tender.

(Note: In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the Bid Security will be governed by the terms and conditions of the Bid document).

8.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 8.1 & 8.2, shall be rejected outright by the Company as non-responsive without any further reference.

8.4 Bid Security of unsuccessful bidders will be discharged after finalization of the tender.

8.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.

8.6 The Bid Security shall be forfeited:

- (a) If a Bidder withdraws their Bid during the period of (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
- (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
 - i) Fails or refuses to accept LOA/contracts and /or
 - ii) Fails or refuses to furnish Performance Security.
- (c) If a bidder furnishes fraudulent document / information in their bid and subsequent clarification against the tender /contracts.

8.7 The scan copy of the original Bid Security in the form of bank guarantee / DD/ Cashier cheque shall be uploaded by the bidder along with the their Bid in OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of Chief General Manager (Contract & Purchase), Oil India

Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 14:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.

- 8.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred from participating in future tenders for a period as per Company's Banning policy.
- 8.9 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.
- 8.10 The bidder shall extend the validity of the Bid Security, if and when specifically advised by OIL, at the bidder's cost.
- 8.11 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.
- 8.12 In case a bidder does not accept the LOA /Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred from participating in future tenders for a period to be decided by company.
- 8.13 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone.
- 8.14 EXEMPTION OF BID SECURITY: (Please Refer to Annexure-I for details)

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid security. Bidders registered with MSE units which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security provided they submit valid registration certificate issued by any of above body.

9.0 PERIOD OF VALIDITY OF BIDS:

- 9.1 Bids shall remain valid for 120 days from the bid closing date prescribed by the Company.
- 9.2 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 (or by 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.
- 9.3 The bid should contain no interlineations, correcting 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(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

10.0 FORMAT AND SIGNING OF BID:

10.1 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

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

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

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

10.5 The bid should contain no interlineations ,correcting 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(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

11.0: ONLINE SUBMISSION

11.1 The Bid should be submitted online up to 14:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date.

11.2 This tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit their both the “TECHNICAL” and “PRICE” bids through electronic form in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under “Technical Attachment” Tab only. **Bidders to note that no price details should be uploaded in “Technical Attachment” Tab Page. Details of prices as per Price Bid format /Priced bid to be uploaded under “Notes and Attachment” Tab. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.**

Detailed Guidelines to bidders for participating in OIL's e-Procurement tenders are given OIL's e-portal.

11.3 All the Bids must be digitally signed using “Class-3” digital signature (encryption enabled) certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

Very Important

11.4 Bidders are requested to state their compliance/ non-compliance to each clause other than BRC as per PROFORMA –I. This should be a part of the Technical bid .

12.0 DEADLINE FOR SUBMISSION OF BIDS :

12.1 No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the Covering Note.

13.0 MODIFICATION AND WITHDRAWAL OF BIDS :

13.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.

13.2 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/ revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders' risk and responsibility. Company shall not assume any liability in this regard.

13.3 No bid can be modified subsequent to the deadline for submission of bids.

13.4 No bid may 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 Bidding Format. Withdrawal of a bid during this interval shall result in the debarment of Bidder from participating in future tenders for a period as per OIL's Banning policy (available in OIL's website)

14.0 BID OPENING AND EVALUATION

14.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening

of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend.

- 14.2 On opening the bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished if any, documents have been properly signed and the bids are generally in order.
- 14.3 At bid opening, Company will announce the Bidders' names, furnishing of requisite Bid Security, if any and such other details as the Company may consider appropriate.
- 14.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-Para 14.2.
- 14.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 14.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these paragraphs, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, 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 evidences.
- 14.7 The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 14.8 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.
- 14.9 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 14.10 Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

15.0 OPENING OF PRICE-BIDS

- 15.1 Company will open the Price-bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified bidders will be intimated about the price bid opening date and time in advance and they will be allowed to present at

the time of price bid opening. It is bidder's choice if they want to be present or not at the time of price bid opening.

15.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

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

16.0 EVALUATION AND COMPARISON OF BIDS:

16.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (SECTION-VII) of the tender document. Priced Bids of the technically acceptable offers will be considered for commercial evaluation.

17.0 CONTACTING THE COMPANY:

17.1 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 Para 14.5.

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

D. AWARD OF CONTRACT

18.0 AWARD CRITERIA:

18.1 The Company will award the Contract to the Contractor 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.

19.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

19.1 Company reserves the right to accept any bid and to reject any or all bids.

20.0 NOTIFICATION OF AWARD:

20.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing by registered letter / courier or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

21.0 SIGNING OF CONTRACT:

- 21.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, Scope of Works, Schedules of Rates and all other relevant documents.
- 21.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

22.0 PERFORMANCE SECURITY:

- 22.1 The successful bidder shall furnish performance security for an amount mentioned in the Covering Note (SECTION-I). The Contractor shall furnish performance security within 15 (fifteen) days from the date of receipt of LOA, in the form of Bank Guarantee (as per Format enclosed as PROFORMA-III) issued from a Bank located in India. Performance Security can also be deposited in the form of Demand Draft drawn in favour of OIL and payable at NOIDA/DELHI from a bank located in India.
- 22.2 The performance security specified above must be valid for ninety (90) days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 22.3 Failure of the successful bidder to comply with the requirements of Para 20.1 to 22.1 above shall constitute sufficient grounds for annulment of the award and debarment from participation in future tenders as per Company's Banning policy.

23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period as per Company's Banning policy from the date of detection of such fraudulent act, besides legal action.

(END OF SECTION – II)

S E C T I O N –III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

'Contract' means the terms and conditions contained in the document entitled “ **Cloud based storage services for file storage, syncing and Sharing**”

- 1.1 In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means OIL's all establishments across the globe.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 2.0 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 2.1 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

3.0 COMPLETION PERIOD AND CONTRACT DURATION:

4.0 Delivery, installation and commissioning should be completed within 30 days of receipt of the notification of award of the contract.

4.1 The Service Contract shall be effective for three (3) years from the date as specified in the Letter of Award (LOA) / Contract.

5.0 CONTRACTOR'S PERSONNEL :

5.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

5.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.

5.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

6.0 GENERAL OBLIGATIONS OF CONTRACTOR:

6.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.

6.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.

6.3 Contractor shall 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 successful and timely execution of the work.

6.4 Contractor shall be deemed to have satisfied itself before submitting its 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 herein, cover all its obligations under the contract.

- 6.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

7.0 GENERAL OBLIGATIONS OF COMPANY:

- 7.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 7.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

8.0 PAYMENT TERMS:

- 8.1 Installation & Commissioning charges will be paid after successful installation and commissioning.
- 8.2 Payment shall be made on quarterly basis after completion of service for the quarter from the date of successful commissioning. The service provider will submit invoice against the service provided during the quarter and as per rate and terms and conditions mentioned in the Contract. Any penalty applicable for the quarter as per the penalty provision of this document will be deducted from the payment to the service provider for that quarter.
- 8.3 Migration charge will be paid on actuals, if service is availed.
- 8.4 OIL shall make the payments as per stipulation in the tender through Electronic Transfer only. All Bank charges of bidder's Bankers shall be to their account.

9.0 LIQUIDATED DAMAGES:

- 9.1 The Contractor shall mobilize their personnel and equipment within the specified time for commencement / completion of service as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement/ completion of services within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement / completion as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.
- 9.2 The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence /complete services within the stipulated date.

10.0 PENALTY:

In case of SLA of 99.9% uptime for the cloud Service is not met, then penalty on pro rata hourly rate of the Contract to be deducted from the quarterly payment.

99.9% uptime per month shall be calculated as given below:

$$\frac{(\text{Total time in month in hours} - \text{Downtime in the month in hours}) \times 100}{\text{Total time in a month in hours}}$$

11.0 INDIRECT TAXES / GST & DIRECT TAXES

11.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.

(b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

11.2 Bidders are required to provide separately the rate and amount of GST and Cess, if any. In case, the quoted information related to various taxes subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the GST/ Cess, if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract / agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.

11.3 Offers without giving any of the details of the taxes as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates or 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 will be binding on the bidder.

11.4 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.

- 11.5 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- 11.6 Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and / or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 11.7 In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold / recover such disputed amount from the pending payments of the bidders.
- 11.8 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 11.9 Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax / duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of manpower / sub-contractor or other contracts awarded to other parties.
- 11.10 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 11.11 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 11.12 Contractor shall be responsible for and pay the personal taxes, if any, for all the personnel deployed.
- 11.13 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per

the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.

11.14 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.

11.15 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.

11.16 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.

12.0 STATUTORY OBLIGATION AND SUBSEQUENTLY ENACTED LAWS:

12.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the company shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.

12.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.

12.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

12.4 Subsequent to the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

13.0 USE OF COMPANY'S EQUIPMENT:

Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

14.0 WAIVERS AND AMENDMENTS:

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of

either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

15.0 CONFIDENTIALITY:

15.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.

15.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

16.0 NOTICES:

16.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

COMPANY
OIL INDIA LIMITED
PLOT NO. 19, SECTOR-16A,
NOIDA – 201 301
UTTAR PRADESH
Fax No. 0120-2419120
E-MAIL: corp_c&p@oilindia.in

CONTRACTOR

16.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

18.0 LIABILITY:

18.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.

18.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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 subcontractors

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.

18.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

18.4 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 subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

18.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.

18.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

18.7 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 subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

18.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors,

subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

19.0 CONSEQUENTIAL DAMAGE

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 of 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.

20.0 WITH-HOLDING

20.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- a) For non-completion of jobs assigned
- b) Contractor's indebtedness arising out of execution of this contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- j) With-holding will also be effected on account of the following :
 - (a) Garnishee order issued by a Court of Law in India.
 - (b) Income-tax deductible at source according to law prevalent from time to time in the country.
 - (c) 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 .

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

20.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

21.0 APPLICABLE LAW:

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

21.1 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, 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 Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act. 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- 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) Act related to States.
- j) Service Tax Act.
- k) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

21.2 For any violation of law, rules, statutory obligations/regulations etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.

22.0 ASSIGNMENT AND SUB – LETTING:

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

23.0 FORCE MAJEURE:

23.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God,

war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

23.3 Either party will have the right to terminate the contract if such "force majeure" condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. In case a force majeure situation arises for a particular no of days, the contract period shall be extended by that many days without Liquidated Damages.

24.0 TERMINATION:

24.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION)

The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof or completion of their obligation under the Contract whichever is applicable.

24.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 21.0 above.

24.3 TERMINATION ON ACCOUNT OF INSOLVENCY

In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's right and privileges hereunder, shall stand terminated forthwith.

24.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE

If the Company considers that the performance of the Contractor is unsatisfactory, or not up-to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving fifteen (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.

24.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT

In case the Contractor's rights and/or obligations under the Contract and/or the Contractor's rights, title and interest to the equipment/material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate the Contract.

24.6 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Company to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

24.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) successive days (not including force majeure delay). Company, at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

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

24.9 In the event of termination of Contract, Company will issue Notice of Termination with date or event after which the Contract will be terminated. The Contract shall then stand terminated and the Contractor shall demobilize their personnel and materials.

25.0 SET OFF:

Any sum of money due and payable to the Contractor (including security Deposit refundable to them) under this or any other contract may be appropriated by the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

26.0 ARBITRATION:

26.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.

26.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/ Noida.

26.3 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial 2(two) years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.

27.0 MISCELLANEOUS PROVISIONS

27.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

27.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of 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, regulations or bye-law.

(END OF SECTION - III)

S E C T I O N –IV

SCOPE OF SERVICES

1.0 PREAMBLE :

Oil India Limited (OIL) is a premier Indian National Oil company under the administrative control of Ministry of Petroleum and Natural Gas, Govt. of India. OIL is engaged in the business of exploration, Development and Production of Crude Oil, Natural Gas and LPG and Transportation of Crude Oil. OIL has its operational headquarter based at Duliajan, Assam and major branch offices at Jodhpur, Guwahati, Kolkata and Corporate Office at Noida & E& D Directorate at New Delhi.

OIL's all offices are interlinked with state of the art network with good internet connectivity. To take care of cyber threat prevailing now-a-days, the Organization has taken several measures like implementation of stringent policy in its various network devices, Active directory implementation etc. Apart from above, use of pen drive is banned in the Organization.

Now to facilitate the users to use various important documents stored in their Desktops, laptops in a collaborative way, it has been planned to enter into a contract with reputed firm to provide Cloud based storage service for File Storage, Syncing & Sharing, whereby users of the Organization can put their valuable document in secured site accessible all the time anywhere in the globe. The detail scope of work is as defined below:

A. Technical Specifications:

1. The Cloud based service provider (CSP) has to provide an enterprise grade online storage to the users
2. The storage should have the capacity of minimum 5 TB of Space for every user.
3. The online storage should be accessible to users from anywhere in the globe. User should also be able to access selected files offline, even when the user is not connected to the internet.
4. Built-in search and discovery tools should be available to search for stored documents and files based on title and content of the file/documents.
5. The documents kept on the online storage should be editable by any authenticated and authorized users using applications for processing of word document/spreadsheet/presentation etc. without downloading the file.
6. Version control must be present to view modification history of a document from the time of creation of the documents, viz. who has modified the document, when it was modified and what modification has been made.
7. The user should be able to share these files as a hyperlink with other users.
8. Administrator should be able to restrict sharing of files with unauthorized users.
9. Administrator should be able to control the type of files user can sync with the cloud storage.
10. Internal reporting, monitoring should be available. There should be provision of the viewing uses statistics, creation, deletion and modification of user profiles.

11. Active directory integration with existing on premise active directory infrastructure should be available.
12. Multi device (PC, laptop, mobile and tablets) and Cross Platform (Windows, Mac) sync should be available for each user account.
13. Client sync should be supported in android, windows 7/8/8.1/ and 10 or higher and Mac devices.
14. Browser based/application based (for mobile devices) and offline (for selected files) access to the files stored should be available.
15. Multi-Factor Authentication should be available for all the users. Admin or/and the user should be able to decide whether to enable the feature or not. It should include at least one of the methods mentioned below: Phone call, text message, mobile app notification, and verification code on mobile app.
16. The files kept on the storage and being transferred on the network should be encrypted by AES-256 bit encryption or a superior encryption standard and only authenticated and authorized users should be able to access these files/documents.

B. Scope of Work

1. The successful bidder must integrate the offered cloud based storage service with on premise Active Directory. Necessary license, if any, must be provided without any additional cost.
2. Deployment support must be provided along with the item purchased.
3. Administrator access for offered cloud based storage service must be provided to OIL to manage and administrate the organizational users.

C. Delivery and Installation & Commissioning Terms

1. Delivery and Installation & Commissioning should be completed within 30 days of confirmed order.
2. Installation shall be considered complete after configuration of all 86 users.

D. Licensing

1. The successful bidder must provide all the relevant licenses in the name of OIL INDIA LIMITED.
2. The licenses should be linked with the Email ID: mslicenses@oilindia.in with administrator rights.
3. Proper documentary evidence (paper/e-license) should be provided to Oil India Limited.
4. User License should be reusable until it expires.

(END OF SECTION – IV)

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

- 1.0** The OEM of the cloud based storage service provider must be present in the "LEADERS" category in "Magic Quadrant for Content Collaboration Platforms" by Gartner as on 2017. Documentory evidence to be provided.
- 2.0** Data Center must be located inside India and under no circumstances no data should be taken outside India without written permission from the organization. The bidder shall have to submit a self-certification as mentioned in Annexure-V.
- 3.0** Service & Support should be available 24*7*365. Customer should be informed about the updates and bug fixes periodically.
- 4.0** SLA of 99.9% uptime should be available.
- 5.0** At the end of contractual period of this contract, the files stored by the users in the quoted cloud solution has to be migrated by the bidder to any other cloud service provider's storage or other on-premise storage as decided by OIL. This service will be optional and will be taken if the need arises. The bidder has to quote for the service and payment will be made on actuals, if the service is availed. The optional service quote will also be considered during bid evaluation.
- 6.0** Bidder to submit Technical Compliance sheet as per format provided in Appendix-E along with their technical bid.

(END OF SECTION – V)

SECTION –VI

BIDDING FORMAT (PRICE SCHEDULE)

Product Name	Unit	Qty.	Unit Rate (INR)	GST (%)	Total Unit Price per year (INR)	Years	Total Price including GST (INR)
Cloud based service for file storage, syncing and sharing of minimum 5TB per user.	No.	86				03	
Installation & Commissioning charges	Lot	1			NA	NA	
Data Migration Charge (optional)	Lot	1					
Grand Total Value including Taxes (Rs.) for 3 years							

Notes:

- For evaluation of the lowest bidder among the techno commercially acceptable parties “Grand Total Value including Taxes (Rs.)” will be considered. However, for any computational error between unit wise price and total price then unit price will be considered for calculation of “Grand Total Value including of taxes (Rs.)”. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.**
- Offers without giving any of the details of the taxes will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates or 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 will be binding on the bidder.
- 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.
- The price quoted above shall remain valid for 120 days from the bid closing date of the tender.

END OF SECTION –VI

SECTION –VII

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

1.0 BID EVALUATION CRITERIA:

1.1 The bid shall conform generally to the specifications and terms and conditions given in the Bid 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 Techno-Commercial Bid.

1.2 Technical:

1.2.1 The Bidder has to be Original Equipment Manufacturer (OEM) /Joint Venture of OEM/Subsidiary of OEM/Authorized Dealer of OEM.

Notes to BEC Clause 1.2.1 above:

A. The OEM of the cloud based storage service provider must be present in the "LEADERS" category in "Magic Quadrant for Content Collaboration Platforms" by Gartner as on 2017.

B. Data Centre must be located inside India and under no circumstances no data should be taken outside India without written permission from Oil India Limited. The bidder shall have to submit a self-certification as mentioned in **Appendix-A**.

C. Bids from Subsidiary of OEM: Bids of those bidders who themselves do not meet the experience criteria as stipulated in the tender, can also be considered provided the bidder is a 100% subsidiary company of the OEM which itself meets the experience criteria as per Para 1.2.2 below. In such case as the subsidiary company is dependent upon the experience of the OEM with a view to ensure commitment and involvement of the OEM for successful execution of the contract, the participating bidder should enclose an agreement (as per format in **Appendix-B** between the OEM and the subsidiary company and Corporate Guarantee (as per format enclosed as **Appendix-C**) from the OEM to OIL for fulfilling the obligation under the contract, along with the technical bid. However, Subsidiary of OEM must meet the financial criteria as per Para 1.3 below.

D. Bids from Joint Venture of OEM:

(i) In case, the bidder is an Joint venture Company of OEM, either the Joint Venture Company or its joint venture partner should meet the criteria laid down at Para 1.2.2 below. However, the Joint venture Company must meet the financial turnover criteria as per Para 1.3 below.

(ii) Bidders quoting as joint venture of OEM shall submit a Memorandum of Understanding/Agreement with their joint venture partner clearly indicating their roles under the scope of work which shall also be addressed to OIL and shall remain valid and binding for the contract period under this tender.

E. Bids from Authorized Dealer of OEM: Authorized Dealer of OEM must submit Authorization certificate from OEM. Sample Authorization letter is enclosed in **Appendix-D**. Bid(s) not accompanied with Authorization certificate from OEM will be rejected. Authorized Dealer of OEM must meet the experience criteria and financial criteria as per Para 1.2.2 & 1.3 respectively.

1.2.2 The bidder should have experience of at least one SIMILAR WORK of minimum value **Rs.3,56,000.00 (Rupees Three Lakhs Fifty Six Thousand only)** in previous 7 (seven) years to be reckoned from the original bid closing date.

SIMILAR WORK means providing services of Cloud based storage service

Notes to BEC Clause 1.2.2 above:

A. For proof of work experience of similar work the following documents must be submitted along with the bid –

(i) Photocopy of contract document or work order documents showing details of work.

AND

(ii) Certificate issued by the organization to which SIMILAR WORK was / is being rendered in previous 7 (seven) years reckoned from the original bid closing date, showing:

- a. Gross value of the job done,
- b. Nature of Job done, and
- c. Time period covering the duration as per NIT.

B. 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, such experience will also be taken into consideration provided that the bidder has submitted satisfactory service execution certificate issued by end user.

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

1.3 Financial:

1.3.1 Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least **Rs.3,56,000.00 (Rupees Three Lakhs Fifty Six Thousand only)**

1.3.2 Net worth of bidder must be positive for preceding financial/ accounting year.

Notes to BEC Clause 1.3 above:

I. 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), certifying the Annual turnover & Net worth as per format prescribed in Proforma-V.

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

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

1.4 Prices 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.

1.5 Bidders are required to quote for all the items as per Bidding Format (SECTION-VI), otherwise the offer of the bidder will be straightway rejected. Offer should be inclusive of any Tax, Duty, etc., as applicable.

1.6 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.

1.7 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. 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.

1.8 Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items inclusive of all liabilities including statutory liabilities as per Bidding Format.

1.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

1.9.1 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.

1.9.2 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.

1.10 Based on the evaluation of techno-commercially qualified bidders whose bids have been found to be substantially responsive, the job will be awarded to L-1 bidder. 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.

1.11 In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

1.12 Purchase Preference to Micro and Small Enterprises (Public Procurement Policy for MSEs – Order 2012): Preference to Micro and Small Enterprises will be given as per prevailing Government Guidelines as applicable on bid closing date.

1.12.1 In case participating MSE(s) Quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

1.12.2 In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

1.13 PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC)

1.13.1 Purchase preference policy-linked with Local Content (PP - LC) notified vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 of MoP&NG shall be applicable in this tender (**Annexure-II** enclosed).

1.13.2 Bidders seeking benefits, under Purchase Preference Policy (linked with Local Content) (PP-LC) shall have to comply with all the provisions specified at Annexure-II and shall have to submit all undertakings / documents applicable for this policy”.

1.13.3 Note to BEC Clause 1.16 & 1.17 above: Bidder may seek benefits EITHER under PP-LC policy OR Public Procurement Policy for MSEs against this tender BUT NOT BOTH. Bidders to categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy.

1.13.4 In case of participation of MSE and LC vendor against a same tender, MSE vendor will be given preference to match with L1 bidder as per Public Procurement Policy. MSE vendor will be evaluated with 15% PP and LC vendor will be evaluated with 10% PP as MSE vendor does not have Local Content conditions as per Public Procurement Policy and the PP-LC policy is not applicable for DMEP and MSME.

2.0 BID REJECTION CRITERIA (BRC):

2.1 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Priced Bid together. Only the Priced Bid should contain the quoted price.

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

2.3 Bid security shall be furnished (except those exempted) as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

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

2.4 Bid Documents /User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not been allowed to participate against the tender will be rejected.

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

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

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 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 to be submitted with Techno-Commercial Bid as per tender requirement in

“**Technical Attachments**” area under “**RFx Information**” tab. Bid will be summarily rejected if the Technical RFX Response link contains prices / rates.

2.10 There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.

- Performance Security Clause
- Tax Liability Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Liquidated Damage Clause

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 the date of Technical Bid opening will be rejected.

3.0 GENERAL:

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

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

3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

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

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

END OF SECTION –VII

SAMPLE CERTIFICATION LETTER FROM CLOUD SERVICE PROVIDER

(To be typed on the letterhead of the Cloud Service Provider)

Ref. No _____ Date _____

The CGM (Contracts & Purchase)
Oil India Limited,
Noida

Sir,

Sub: Certificate for the quoted Cloud service

Ref: Your tender enquiry No. _____ Dated _____.

We hereby certify that the quoted cloud service will be hosted in Data Centers located within India and under the jurisdiction of Govt. of India. Also, under no circumstances data will be taken outside India without written permission from Oil India Limited.

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)

FORMAT OF AGREEMENT BETWEEN BIDDER (100% SUBSIDIARY COMPANY) AND THEIR PARENT COMPANY (OEM)

(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, as the case may be) hereinafter referred to as "Parent Company/ Subsidiary Company (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-(Delete whichever not applicable)] and whereas Parent Company/ Subsidiary Company (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 (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 (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 (Delete whichever not applicable) shall be jointly and severally 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 (Delete whichever not applicable))

PARENT COMPANY (OEM) GUARANTEE

(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(OEM)} unconditionally agrees that in case of non-performance 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

M/s _____

Witness:

1. Signature _____

Full Name _____

Address _____

Witness:

2. Signature _____

Full Name _____

Address _____

Signature _____

Name _____

Designation _____

Common seal of the
Company_____

Appendix-D

SAMPLE AUTHORIZATION LETTER FROM CLOUD SERVICE PROVIDER (OEM)

(To be typed on the letterhead of the Cloud Service Provider)

Ref. No _____

Date _____

The CGM (Contracts & Purchase)
Oil India Limited,
Noida

Sir,

Sub: Authorization Certificate

Ref: Your tender enquiry No. _____ Dated _____.

We hereby authorize M/s _____ to quote and supply for the above tender on our behalf.

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)

TECHNICAL COMPLIANCE SHEET

SCOPE OF WORK	Description	Complied (Y/N)	Deviation if any
SECTION –IV SCOPE OF SERVICES			
A. Technical Specifications	<p>17.The Cloud based service provider (CSP) has to provide an enterprise grade online storage to the users.</p> <p>18.The storage should have the capacity of minimum 5 TB of Space for every user.</p> <p>19.The online storage should be accessible to users from anywhere in the globe. User should also be able to access selected files offline, even when the user is not connected to the internet.</p> <p>20.Built-in search and discovery tools should be available to search for stored documents and files based on title and content of the file/documents.</p> <p>21.The documents kept on the online storage should be editable by any authenticated and authorized users using applications for processing of word document /spreadsheet /presentation etc. without downloading the file.</p> <p>22.Version control must be present to view modification history of a document from the time of creation of the documents, viz. who has modified the document, when it was modified and what modification has been made.</p>		

	<p>23.The user should be able to share these files as a hyperlink with other users.</p> <p>24.Administrator should be able to restrict sharing of files with unauthorized uses.</p> <p>25.Administrator should be able to control the type of files user can sync with the cloud storage.</p> <p>26.Internal reporting, monitoring should be available. There should be provision of the viewing uses statistics, creation, deletion and modification of user profiles.</p> <p>27.Active directory integration with existing on premise active directory infrastructure should be available.</p> <p>28.Multi device (PC, laptop, mobile and tablets) and Cross Platform (Windows, Mac) sync should be available for each user account.</p> <p>29.Client sync should be supported in android, windows 7/8/8.1/ and 10 or higher and Mac devices.</p> <p>30.Browser based/application based (for mobile devices) and offline (for selected files) access to the files stored should be available.</p> <p>31.Multi-Factor Authentication should be available for all the users. Admin or/and the user should be able to decide whether to enable the feature or not. It should include at least one of the methods mentioned below: Phone call, text message, mobile app notification, and verification code on mobile app.</p> <p>32.The files kept on the storage and being transferred on the network should be encrypted by AES-256 bit encryption or a superior encryption standard and only authenticated and authorized users should be able to access these files/documents.</p>		
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B. Scope of Work	<p>4. The successful bidder must integrate the offered cloud based storage service with on premise Active Directory. Necessary license, if any, must be provided without any additional cost.</p> <p>5. Deployment support must be provided along with the item purchased.</p> <p>6. Administrator access for offered cloud based storage service must be provided to OIL to manage and administrate the organizational users.</p>		
C.Delivery and Installation & Commissioning Terms	<p>3. Delivery and Installation & Commissioning should be completed within 30 days of confirmed order.</p> <p>4. Installation shall be considered complete after configuration of all 86 users.</p>		
D. Licensing	<p>5. The successful bidder must provide all the relevant licenses in the name of OIL INDIA LIMITED.</p> <p>6. The licenses should be linked with the Email ID: mslicenses@oilindia.in with administrator rights.</p> <p>7. Proper documentary evidence (paper/e-license) should be provided to Oil India Limited.</p> <p>8. User License should be reusable until it expires.</p>		
SECTION-V <u>SPECIAL</u> <u>CONDITIONS OF</u> <u>CONTRACT</u>	7.0 The OEM of the cloud based storage service provider must be present in the "LEADERS" category in "Magic Quadrant for Content Collaboration Platforms" by Gartner as on 2017. Documentary evidence to be provided.		

	<p>8.0 Data Center must be located inside India and under no circumstances no data should be taken outside India without written permission from the organization. The bidder shall have to submit a self-certification as mentioned in Annexure-V.</p> <p>9.0 Service & Support should be available 24*7*365. Customer should be informed about the updates and bug fixes periodically.</p> <p>10.0SLA of 99.9% uptime should be available.</p> <p>11.0At the end of contractual period of this contract, the files stored by the users in the quoted cloud solution has to be migrated by the bidder to any other cloud service provider's storage or other on-premise storage as decided by OIL. This service will be optional and will be taken if the need arises. The bidder has to quote for the service and payment will be made on actuals, if the service is availed. The optional service quote will also be considered during bid evaluation.</p>		
<p>SECTION –III</p> <p><u>GENERAL TERMS AND CONDITIONS</u></p> <p>8.0 Payment Terms</p>	<p>27.3Installation & Commissioning charges will be paid after successful installation and commissioning.</p> <p>27.4Payment shall be made on quarterly basis after completion of service for the quarter from the date of successful commissioning. The service provider will submit invoice against the service provided</p>		

	<p>during the quarter and as per rate and terms and conditions mentioned in the Contract. Any penalty applicable for the quarter as per the penalty provision of this document will be deducted from the payment to the service provider for that quarter.</p> <p>27.5 Migration charge will be paid on actuals, if service is availed.</p> <p>27.6 OIL shall make the payments as per stipulation in the tender through Electronic Transfer only. All Bank charges of bidder's Bankers shall be to their account.</p>		
<p>SECTION –III</p> <p><u>GENERAL TERMS AND CONDITIONS</u></p> <p>10.0 Penalty</p>	<p>In case of SLA of 99.9% uptime for the cloud Service is not met, then penalty on pro rata hourly rate of the Contract to be deducted from the quarterly payment.</p> <p>99.9% uptime per month shall be calculated as given below:</p> <p>(Total time in month in hours - Downtime in the month in hours) X 100 / Total time in a month in hours</p>		

Public Procurement Policy for Micro and Small Enterprises (MSEs)

Government of India, vide Gazette of India no.503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro & Small Enterprises (MSEs) by all Central Ministries/Departments/PSUs for promotion and development of Micro and Small Enterprises. In accordance with the provisions of the said policy, OIL has implemented following policy on procurement of goods and services:

- i) Issue of tender documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security.
- i. Purchase Preference for Goods Purchase Tenders:

In case, participating Micro and Small Enterprises, quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared equally subject to matching the L1 price.

The government vide office memorandum no. 21(1)/2014-MA dated 12.02.2015 have intimated that in the situation of L-1+15% and subsequent matching of L-1 price, CPSUs may take more than 20% supplies from micro and small enterprises as per their previous procurement pattern on case to case basis for which the Ministry has no objection.

Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

In case tendered item is not split able or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE subject to matching of L1 price amongst the MSEs qualifying for 15% Purchase preference.

ii. Purchase Preference for Service Contract Tenders:

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE qualifying for 15% purchase preference, the Contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

iii. Documents Required to be submitted by MSEs: In case bidder is a Micro and Small Enterprise under the Micro, Small and Medium Enterprises Development Act 2006, the bidder shall submit the following:

- a) Documentary evidence that the bidder is a Micro or Small Enterprises 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.
- b) If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.

However, if the bidders do not submit the valid registration certificate issued by the authorities as above and indicating the category of services & enterprises and the monetary limit for which they are registered, along with their bids (Technical), the bidders will not be entitled for the exemption and any preference admissible in the Public Procurement Policy (PPP), 2012.

iv. If against an order placed by OIL, successful bidder(s) (other than Micro /Small Enterprise) is procuring materials / services from their sub-vendor who is 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 from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate, Contact No., details of material and value of procurement made etc.) of the sub-contractor(s) shall be furnished by the successful bidder at the submission of invoice/ bill

Purchase preference Policy (linked with Local Content) (PP-LC) for Procurement of Services pertaining to Oil & Gas business activities

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

1. In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs - Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.
2. Bidders seeking Purchase preference (linked with local content) (PP-LC) shall be required to meet / exceed the target of Local Content (LC) of **30 %**

The LC limits shall be linked with date of TBO (Technical Bid Opening) of tender. For a tender due to open between 01.04.18 and 31.03.20, LC limit mentioned for 2018-20 shall be applicable. Similarly for a tender opening between 01.04.2020 to 31.03.2022, LC limits mentioned therein shall be applicable).

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

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

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

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

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

- 2.3 At the bidding stage the bidder shall provide Break-up of "Local Component" and "Imported Component" in the prescribed format enclosed as Enclosure – III of the policy document of the policy and shall be uploaded by the bidders along with their price bid in the e-procurement portal.
3. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 10% i.e. where the evaluated price is within 10% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
- 3.1 Only those LC bidders whose bids are within 10% of the NLC L1 bid would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA (Techno- Commercial Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the

prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.

4. Order for supply of 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC bidder, subject to matching with valid NLC L1 price. The remaining will be awarded to L1 (i.e. NLC bidder). Prescribed 50% tendered quantity for LC bidders shall not be further sub-divided among eligible LC bidders.
 - 4.1 However, if L1 bidder happens to be a LC bidder, the entire procurement value shall be awarded to such bidder.
 - 4.2 The tendered quantity is not split-able / non-dividable / cannot be procured from multiple sources. Hence, the entire procurement value shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates.
5. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified at para 2 of the policy document notified by MoPNG vide letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2017.
6. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.
7. OIL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
- 8.0 Determination of LC
 - 8.1 LC of Services shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of services.
 - 8.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering :
 - a) Cost of component (material), which is used.
 - b) Manpower and consultant cost, cost of working equipment/facility, and
 - c) General service cost, excluding profit, company overhead cost, taxes and duties.
 - 8.3 The criteria for determination of cost of local content in the service shall be as under :
 - a) In the case of material being used to help the provision of service, based on country of origin.
 - b) In the case of manpower and consultant based on INR component of the services contract.
 - c) In the case of working equipment/facility, based on country of origin and
 - d) In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above.
 - e) Indian flag vessels in operation as on date.
 - 8.4 Determination of Local Content: The determination of local content of the working equipment/facility shall be based on the following provision.

Working equipment produced in the country is valued as 100% (one hundred percent) local content, working equipment produced abroad is valued as much as nil (0% percent) local contend.
- 9.0 Calculation of LC and Reporting
 - 9.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC verifiable, the value of LC of the said component shall be treated as nil.

- 9.2 Formats for the calculation of LC of services may be seen at Enclosure-III of the policy document.
- 10.0 Certification and Verification
- 10.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows :
- 10.1.2 At bidding stage:
- a) Price Break-up
 - (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 2.3.
 - (ii) Bidder must have LC in excess of the specified requirement.
 - b) Undertaking by the bidder
 - i. The bidder shall submit undertaking along with the techno-commercial bid as per clause no.2.1, such undertaking shall become a part of the contract.
 - ii. Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
 - c) Statutory Auditor’s Certificate

The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor as per clause 2.2.
- 10.1.3 After Contract Award
- a) In the case of procurement cases with the value less than Rs. 5 crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
 - b) The verification of the procurement cases with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.
- 10.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content certificate to that effect on behalf of OIL, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 10.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 10.4 Where currency quoted by the bidder is other than Indian Rupee then the bidder claiming benefits under PP-LC shall consider exchange rate prevailing on the date of notice inviting tender (NIT) for the calculation of Local Content.
- 10.5 OIL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 11 Sanctions
- 11.1 OIL shall impose sanction on bidder not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

- 11.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 11.3 If the bidder does not fulfill his obligation after the expiration of the period specified in such warning. OIL shall initiate action for blacklisting such bidder/ successful bidder.
- 11.4 A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.
- 11.4.1 In pursuance of the clause No.11.4 above, towards fulfillment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC, the bidder shall have to submit additional Bank Guarantee (format attached at Enclosure B) equivalent to the amount of PBG.

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To
Oil India Limited

India

Dear Sirs,

1. In consideration of _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US\$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.
3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we

shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US\$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20____ at _____

WITNESS NO.1

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

(Signature)
Full name, designation and address
(in legible letters)
With Bank

WITNESS NO.2

Attorney as per power of
Attorney No. _____
Dated _____

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

Format for calculation of Local Content in Services
(As per Enclosure III of PP-LC Policy)

CALCULATION OF LOCAL CONTENT- SERVICE

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported Rs./Foreign Currency (To be specified by the service provider)	Total	LC	
						%	Rs./Foreign Currency (To be specified by the service provider)
			a	b	c = a+b	d = a/c	e = cxd
A	Cost component						
	I. Material used	Rs./Foreign Currency					
	II. Personnel & Consultant cost	Rs./Foreign Currency					
	III. Other services cost	Rs./Foreign Currency					
	IV. Total cost (I to IV)	Rs./Foreign Currency					
B	Taxes and Duties	Rs./Foreign Currency					
C	Total quoted price	Rs./Foreign Currency					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A.IV.c)} - \text{Total imported component cost (A.IV.b)}}{\text{Total Cost (A.IV.c)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A.IV.a)}}{\text{Total Cost (A.IV.c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. *(Applicable only for Foreign Purchase / Global Tenders)*

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

PROFORMA-I

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations pertaining to the terms and conditions stipulated in this tender other than Bid Rejection Criteria, to be rendered)

SECTION (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)

Name of the bidder_____

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 technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PROFORMA-II

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, OIL House, Plot No19, Sector-16A, NOIDA (hereinafter called the Company)'s Tender No. _____.

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "Company" in the sum of (_____) * for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the Bank this _____ day of _____, 2016.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of their Bid by the Company during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (3) if the Bidder furnish fraudulent document / information in their bid.

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

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 120 days from scheduled Bid Closing Date) any demands in respect thereof should not reach the bank not later than the above date.

* The bank should insert the amount of guarantee in words and figures

Date:

Signature of issuing authority of Bank with
designation seal and seal of the bank.

PROFORMA-III

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company _____)
(Address of Company _____)

WHEREAS (Name and address of Contractor) _____
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____
dated _____ 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) * _____ (in words) _____ such sum 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 the 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 modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (-----)

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

*An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

NOTE: Bidders are NOT required to complete this form while submitting the Bid.

PROFORMA-IV

SAMPLE FORM OF CONTRACT

THIS AGREEMENT is made on the day of..... 2018, between (Name of Company)_____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)_____ and has, by Letter of acceptance dated (Date of Letter of Acceptance)_____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH 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 hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - a) This form of Agreement,
 - b) The Letter of Award
 - c) The said Bid and Appendix,
 - d) The Scope of Services
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information, if any
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name _____
On behalf of the Contractor
in the presence of:

PROFORMA-V

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 (Name of the Bidder) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Number and Firm Registration Number :
Signature

PROFORMA-VI**COMMERCIAL CHECK LIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether exempted from submission of Bid Security? (To provide details if exempted)	Yes/ No
3.0	If NO to 2.0 above, and Bid Security submitted in the form of Bank Guarantee(BG)/DD/Cashier Cheque, whether ORIGINAL bid security has been Sent separately? If YES, provide following details:	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Security in the form of BG:	
4.0	Whether quoted offer validity of 120 days from the date of closing of tender?	Yes/ No
5.0	Whether all BRC/BEC clauses accepted?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
9.0	Whether agreed to submit Performance Security / Security Deposit within 15 days of the issue of Letter of Award/order?	Yes/ No
10.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
11.1	Whether quoted any deviation?	Yes/ No
11.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

PROFORMA-VII**TECHNICAL / FINANCIAL CHECKLIST**

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether document submitted for presence in "Magic Quadrant for Content Collaboration Platforms" by Gartner as on 2017	Yes/ No
2.0	Whether self-certification has been submitted as per Appendix-A, for Data Centre location inside India and under no circumstances data should be taken outside India without written permission from Oil India Limited.	Yes/ No
3.0	Whether necessary document submitted to proof the following : C) Bidder, Subsidiary of OEM D) Bidder from Joint Venture of OEM: E) Bidder from Authorized Dealer of OEM	Yes/ No
4.0	Whether document submitted as proof for having experience of at least one SIMILAR WORK of minimum value Rs.3,56,000.00 (Rupees Three Lakhs Fifty Six Thousand only) in previous 7 (seven) years to be reckoned from the original bid closing date.	Yes/ No
5.0	Whether document submitted as proof for Annual Financial Turnover of the bidder during any of preceding three financial / accounting years from the original bid closing date should be at least Rs.3,56,000.00 (Rupees Three Lakhs Fifty Six Thousand only)	Yes/ No
6.0	Whether bidder has submitted documents for Net Worth for preceding financial accounting year.	Yes/ No

Offer ref Dated