



ऑयल इंडिया लिमिटेड

(भारत सरकार का उद्यम)

Oil India Limited

(A Government of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.

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E-mail: corp_c&p@oilindia.in

Web Site: www.oil-india.com

OIL INDIA LIMITED (OIL) invites **Domestic Competitive Bids (LCB)** from competent **experienced Goods Providers / Manufacturers** through its E- procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

GeM Availability Report ID	GEM/GARPTS/07022022/ND8T6PAYFSNF
Tender No.	SLI9574P22 Dated 08.02.2022
Description	SUPPLY, INSTALLATION, COMMISSIONING & MIGRATION OF IT HARDWARE FOR SEISMIC INTERPRETATION ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC), RESIDENT ENGINEER AND FACILITY MANAGEMENT SERVICE (FMS) FOR E&D DIRECTORATE, OIL INDIA LIMITED, DELHI.
Type of Bid	SINGLE STAGE TWO BID SYSTEM
Tender Fees	NIL
Bid Closing Date & Time	07.03.2022 (14:00 HRS : Server Time)
Technical Bid Opening Date & Time	07.03.2022 (15:00 HRS : Server Time)
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Opening Place	Office of the General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Pre-Bid Conference	<p>OIL will organize a pre-Bid conference on 23.02.2021 at Noida/Delhi, India for providing clarifications to prospective bidders on Bid Rejection Criteria (BRC)/Bid Evaluation Criteria (BEC), Scope of Work and Special Terms & Conditions of the tender to enable them to understand the exact service requirement of the Company. Bidders interested to attend the pre-bid conference should contact/intimate well in advance for details of the venue, to Manager (C&P), OIL INDIA LIMITED, Plot No. 19, Sector 16A, NOIDA, UP, E-MAIL: shashank.tripathi@oilindia.in / arvind.kumar@oilindia.in.</p> <p>At the most 2(two) representatives from each prospective bidder shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to prospective bidders' account.</p> <p>The prospective bidders shall submit their queries through E-</p>

E-TENDER NO. SLI9574P22

	<p>mail to the following e-mail id's shashank.tripathi@oilindia.in / arvind.kumar@oilindia.in / ujjwal_gogoi@oilindia.in on or before 20.02.2021 (17:15 Hrs). OIL shall either reply / clarify their queries through e-mail or in the pre-bid conference. OIL will not be responsible for non-receipt or late receipt of any bidder's query in OIL's office.</p> <p>Note: The exact time & venue of the Pre-Bid Conference will be intimated to the Bidders nearer the time. All costs in regards to attending the pre-bid conference by the Bidders shall be to their respective account.</p> <p><i>In view of Current Pandemic Situation due to Covid-19 disease, the Pre Bid conference may be organised through Video Conference and in that case OIL will share the VC link to the interested bidders who intend to participate.</i></p>
Bid Security (EMD)	<p>NIL.</p> <p>However, bidders to submit a "Bid Security Declaration" as per Proforma-IX accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security in accordance with provisions of the NIT, they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.</p>
Bid Validity	Minimum 120 days from the original date of Technical bid opening
Amount of Performance Security	<p>i) 3% of Total Cost excluding GST of Part-A of Price Bid Format, which shall be valid for 3 (three) Months beyond Warranty period.</p> <p>ii) 3% of Annualized Total Cost excluding GST of Part-B of Price Bid Format, which shall be valid for 3 (three) Months beyond the end of CAMC period. This Performance Security to be submitted within 15 days of end of warranty period.</p>
<p>2.1 For participation, applicants already having User ID & Password for OIL's E-procurement portal need to register against the IFB in OIL's E- procurement portal for participation.</p> <p>2.2 Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal. Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.</p> <p>2.3 No physical Bid documents will be provided.</p>	
<p>3.0 The link to OIL's E-Procurement portal has been also provided through OIL's web site (www.oil-india.com).</p>	
<p>4.0 The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.</p>	

5.0 To participate in OIL's e-procurement tender, bidders should have 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 Certificates issued by the following Certifying Authorities (CA) are currently configured in OIL's E-Tender portal:

1. e Mudhra
2. Safescrypt
3. (n)Code Solutions
4. Verasys
5. Capricorn
6. Pantasign
7. RISL
8. NSDL

Note:

(a) Digital Signature Certificates having "Organization Name" field other than Bidder's Name are not acceptable. Bidders are advised to go through "User Manuals" provided in OIL's E-Tender portal for bid submission procedure.

(b) In case, bidder is using Class 3 DSC (Organization) along with Encryption Certificate issued by a Certifying Authority other than those mentioned above then, the bidder has to inform OIL at least 15 days before the Bid Closing date to enable OIL to verify credibility of the same for necessary mapping in OIL's E-Tender portal.

Sd/-

**Arvind Kumar
Manager (C&P)**

**For Chief General Manager (C&P)
For Chairman & Managing Director**

DATE: 08.02.2022

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FORWARDING LETTER

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned Goods / services under **SINGLE STAGE TWO BID SYSTEM** through its e-Procurement site:

DESCRIPTION:

SUPPLY, INSTALLATION, COMMISSIONING & MIGRATION OF IT HARDWARE FOR SEISMIC INTERPRETATION ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC), RESIDENT ENGINEER AND FACILITY MANAGEMENT SERVICE (FMS) FOR E&D DIRECTORATE, OIL INDIA LIMITED, DELHI.

PROJECT TIMELINE:

The Supply, Installation and Commissioning (including Data Migration) shall be completed by the successful Bidder within 4 Months of placement of LOA/PO. Once the Installation and Commissioning (including Data Migration) is done Warranty for the newly installed system shall start along with Resident Engineer and Facility Management Service.

Detailed timeline of the project is as under:

Sl. No.	Description	Timeline
1	Supply, Installation and Commissioning (Including Data Migration) of IT hardware for seismic Interpretation	Within 04 Months from the date of issue of LOA/PO.
2	Service of Resident Engineer (RE) and Facility Management Service (FMS) during Warranty Period	01 (One) year from the Date of Installation and Commissioning (including Data Migration).
3	Comprehensive Annual Maintenance Contract (CAMC) along with Service of Resident Engineer (RE) and Facility Management Service (FMS)	4 (Four) years from the date of expiry of Warranty period.

Notes:

- i) Bidders are required to quote their rates for Service of Resident Engineer (RE) and Facility Management Service (FMS) for the initial 1st year (i.e. during the warranty period) in Part-A of Price Bidding format.
- ii) After expiry of warranty period of 1 year, a separate contract shall be signed with the successful bidder for Comprehensive Annual Maintenance Contract (CAMC) along with the Service of Resident Engineer (RE) and Facility Management Service (FMS) for a period of 04 (Four) years from the date of expiry of Warranty period.

- iii) Rates for Comprehensive Annual Maintenance Contract (CAMC), Service of Resident Engineer (RE) and Facility Management Service (FMS) for the 4 (four) years after expiry of warranty period of 1 year to be quoted in Part-B of Price Bidding Format.

BID SECURITY: Nil. However, bidders to submit a “Bid Security Declaration” as per **Proforma-IX** accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security in accordance provisions of the NIT, they will be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

BID CLOSING DATE & TIME: 07.03.2021 (14:00 HRS : Server Time)

TECHNICAL BID OPENING DATE & TIME: 07.03.2021 (15:00 HRS : Server Time)

- a) Bidders to submit Bid security declaration as per Proforma-IX.
- b) Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ 3% of contract value excluding GST and this will not earn any interest.

2.0 SEALED ENVELOPES containing the **Printed catalogue and Literature**, if called for in the tender shall be marked with the above Tender Number and description of work and addressed to:

CHIEF GENERAL MANAGER (C&P),
OIL INDIA LIMITED,
PLOT NO. 19, SECTOR-16A, NOIDA-201 301
UTTAR PRADESH

3.0 **Bid should be submitted online up to 02:00 PM (IST) (Server Time) on the date as mentioned and Technical Bids will be opened on the same day at 03:00 PM (IST) at Office of the CGM (C&P) in presence of authorized representative of the bidder.**

4.0 **The rates shall be quoted per unit as specified in the “BIDDING FORMAT” attached under “Notes and Attachments” tab of the e-tender portal.**

The bid and all uploaded documents must be Digitally signed using **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 Certificates having “Organization Name” field other than Bidder’s Name are not acceptable.

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 III [Organization] along with Encryption Certificate, the bid will be rejected.

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

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

5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to action against the erring / defaulting agency as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com.

(b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

7.0 The Bid must be valid for 120 (One Hundred Twenty) days from the original date of Technical bid opening.

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

9.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.

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

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

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

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

14.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

15.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall be forfeited and the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

16.0 **PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:**

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

17.0 The tender will be governed by:

Forwarding Letter: SECTION-I

Instruction to Bidders: SECTION-II

Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): SECTION-III

General Conditions of Contract: SECTION-IV

Scope of Work and Special Terms & Conditions: SECTION-V

Bidding Format (Price Bid): SECTION-VI (Attached under **“Notes and Attachments”** tab in the main bidding engine of OIL’s e-Tender portal)

Integrity Pact: SECTION-VII

Commercial Check list: SECTION-VIII

General Health, Safety & Environment (HSE) Measures: SECTION-IX

Annexures & Proformas

SPECIAL NOTE:

Please note that all tender forms and supporting documents are to be submitted through OIL’s E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The General Manager (C&P), Oil India Limited, Plot No. 19, Sector-16A, Noida-201 301, Uttar Pradesh.

a) Power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original

A notarized true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be accepted.

b) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

The above documents must be received at OIL’s GM (C&P)’s office at Noida on or before the bid closing date & time failing which the bid shall be rejected.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

18.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the “Un-Priced Techno-Commercial” and “Priced” bid through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid shall be quoted as specified in the “BIDDING FORMAT” attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.

19.0 In Technical Bid opening, only Un-Priced Techno-Commercial Bid will be opened. Therefore, the bidder should ensure that Technical bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only. No price should be given along with Un-Priced Techno-Commercial Bid; otherwise the offer will be rejected. Please go through the help document provided in OIL’s e-Portal, in detail before uploading the document.

NB: All the Bids must be Digitally Signed using Digital Certificate Class III [Organization] along with Encryption Certificate 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.

20.0 In order to participate against OIL's E-Tenders, Bidders are advised in their own interest to kindly go through the "[User Manuals](#)" available in the main login page of OIL's E-Tender portal.

21.0 The Integrity Pact is applicable against this tender:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Section-VII- Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture, email id rudhra.gangadharan@gmail.com ; Shri Sutanu Behuria, IAS(Retd.), Ex-Secretary, Deptt of Heavy Industries, email id sutanu2911@gmail.com ; Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh e-mail id : Ops2020@rediffmail.com have been appointed as Independent External Monitors).

22.0 Maintenance of Total bid value in the Response: For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. **In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e. NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Conditions (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any.** Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the tender.

Create RFx Response

[Submit](#) | [Read Only](#) | [Print Preview](#) | [Check](#) | [Technical RFx Response](#) | [Close](#)

RFx Response Number 60038748 RFx Number
RFx Owner BHARALI Total Value 0.00 INR

RFx Information | Items | Notes and Attachments

Basic Data | Questions | Technical Attachments

Event Parameters

Currency: Indian Rupee

Detailed Price Information: No Price

Terms of Payment: ☐

Total Bid Value:

Bidder to select the currency of the Response

"Total Bid Value" is mandatory in "No Price" RFx only

"Total Bid Value" considering all the taxes & duties.

(END OF SECTION-I)

INSTRUCTION TO BIDDERS

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

2.0 BIDDING DOCUMENTS:

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

- a) A forwarding letter (**SECTION-I**) highlighting the following points
 - (i) Company's IFB/ Tender No.
 - (ii) Description of Work / Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders: **SECTION-II**
- c) Bid Evaluation Criteria (BEC) / Bid Rejection Criteria (BRC): **SECTION-III**
- d) General Terms & Conditions: **SECTION-IV**
- e) Scope of Work and Special Terms & Conditions: **SECTION-V**
- f) Bidding Format (Price Bid) (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal): **SECTION-VI**
- g) Integrity Pact: **SECTION-VII**
- h) Commercial check list: **SECTION-VIII**
- i) General Health, Safety & Environment (HSE) Measures: **SECTION-IX**
- j) Policy to provide Purchase preference (linked with local content) (PP-LC): **Section-X**
- k) Annexures & Proformas

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

3.0 TRANSFERABILITY OF BID DOCUMENTS:

3.1 Bid Documents are non-transferable. Bid can be submitted only in the name of the bidder in whose name the Bid Document has been issued.

3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

4.2 The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the "Technical RFx" area under the tab "External Area →Amendments". The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal



[“Technical RFx” area under the tab “External Area Amendments”] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

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

5.2 DOCUMENTS COMPRISING THE BID:

(A) UN-PRICED TECHNO-COMMERCIAL BID:

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC.
- (iv) Statement of Non-Compliance (if any).
- (v) Declaration for Bid Security as per Proforma-IX.
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vii) Integrity Pact

Note: Please note that no price details should be uploaded along with the UN-PRICED TECHNO-COMMERCIAL BID

(B) PRICED BID:

Bidder shall quote their prices as per the following Proforma available in OIL's E-procurement portal in the “Notes & Attachments” Tab:

- (i) Price Schedule as per Section-VI

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “BIDDING FORMAT” attached under **“Notes and Attachments”** tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.

Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

~~6.0 BID SECURITY:~~

~~**6.1** The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub clause 6.9.~~

~~**6.2** All the bids (except those exempted) must be accompanied by Bid Security in Original for the amount as mentioned in the “Forwarding Letter” and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide Proforma VIII or a~~

~~Bank Draft/Bankers' cheque and payable at NOIDA / DELHI from any schedule Indian Bank.~~

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

~~The Bank Guarantee shall be valid for the time as asked for in the Bid Document. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.~~

~~6.3~~ ~~Alternatively, Bidders can submit Bid Security on line through OIL's electronic Payment Gateway.~~

~~6.4~~ ~~Any bid not secured in accordance with sub-clause 6.2 above (except those exempted from submission of Bid Security) shall be rejected by the Company as non-responsive.~~

~~6.5~~ ~~The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.~~

~~6.6~~ ~~Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.~~

~~6.7~~ ~~Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the formal Service Agreement in conformity with Clause 21.0 below is signed.~~

~~6.8~~ ~~Bid Security shall not accrue any interest during its period of validity or extended validity.~~

~~6.9~~ ~~The Bid Security may be forfeited:~~

- ~~i) If the bidder withdraws the bid within its original/extended validity.~~
- ~~ii) If the bidder modifies/revises their bid suo-moto.~~
- ~~iii) If the bidder does not accept the order/contract.~~
- ~~iv) If the bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.~~
- ~~v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the bid security shall be forfeited after due process in addition to other action against the bidder.~~

~~6.10~~ ~~In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and action shall be taken as per OIL's Banning Policy dated 6th January, 2017.~~

~~6.11~~ ~~A scanned copy of the original Bid Security in the form of Bank Guarantee may be uploaded by bidder along with the Technical bid in the "Technical Attachment" tab of OIL's E-portal. The original Bid Security shall be submitted by bidder to the office of General Manager (C&P), Oil India Limited, Plot No. 19, Sector 16A, Noida 201 301, Uttar Pradesh **on or before Bid Closing date and time.**~~

~~6.12~~ ~~A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.~~

7.0 PERIOD OF VALIDITY OF BIDS:

7.1 The Bid must be valid for 120 (One Hundred Twenty) days from the original date of Technical bid opening. **Bids of shorter validity will be rejected as being non-responsive.** If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from original Technical Bid Opening Date.

7.2 In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax / E-mail). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

8.0 FORMAT AND SIGNING OF BID:

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

9.0 SUBMISSION OF BIDS:

9.1 Bids are to be submitted online through OIL's E-procurement portal with digital signature. The bid and all attached documents should be digitally signed by the bidder using **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 before bid is uploaded.

Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of Class III [Organization] along with Encryption Certificate, the bid will be rejected.

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

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

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

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

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

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

10.0 DEADLINE FOR SUBMISSION OF BIDS:

10.1 Bids should be submitted on-line up to 02.00 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

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

10.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" **on or before the bid closing date & time**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

11.0 LATE BIDS:

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

12.0 MODIFICATION AND WITHDRAWAL OF BIDS:

12.1 Bidders will be permitted by System to withdraw or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. However, it is the responsibility of the bidder to re- submit before the bid closing date and time. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

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

13.0 EXTENSION OF BID SUBMISSION DATE:

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

14.0 BID OPENING AND EVALUATION:

14.1 The Un-priced Techno-Commercial (Technical) bid will be opened on scheduled Technical Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only “Technical RFx” Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under “Technical Attachments” of “RFx Information” Tab Page only.

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

14.3 Bids which have been withdrawn pursuant to Clause 12.1 will not be allowed to be opened by the system. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

14.4 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 14.3

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

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

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

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

15.0 OPENING OF PRICED BIDS:

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

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

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 there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

16.0 EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

17.0 CONTACTING THE COMPANY:

17.1 No Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 14.5.

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

18.0 AWARD CRITERIA:

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

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

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

20.0 NOTIFICATION OF AWARD:

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

21.0 SIGNING OF CONTRACT:

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

21.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "NOIDA / DELHI" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement within 30 (thirty) days of issue of Letter of Award (LOA) based on the instant tender on the OIL Standard forms of agreement.

21.3 This Performance Security must be valid for 90 days beyond defect liability period of 1 (one) year from the contract completion date. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

21.4 The "Performance Security" will be refunded to the contractor after 90 days beyond defect liability period, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

21.5 Failure of the successful bidders to comply with the conditions as specified in Para 21.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion as per OIL's Banning Policy dated 6th January, 2017.

22.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

23.0 SPECIFICATIONS:

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

24.0 Bidders must submit duly filled undertaking as per format provided vide **Annexure-II** as undertaking towards submission of authentic information/documents along with the Un-priced Techno-Commercial Bid.

(END OF SECTION-II)

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

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/BRC must be submitted along with the Un-Priced Techno-Commercial Bid.

1.1 TECHNICAL CRITERIA:

- 1.1.1 Technical Requirements:** The bidder should have experience of at least one SIMILAR ORDER of minimum value **Rs. 2,20,00,000/- (Two Crore Twenty Lakh) only** in previous 5 (Five) years to be reckoned from the original bid closing date.

Notes to Clause 1.1.1 above:

A. "Similar Order" as mentioned above means supply, installation and commissioning of entire VMWare based virtualization cluster consisting of either

Server, SAN/NAS Storage and Backup Infrastructure

or,

Hyper Converged Infrastructure (HCI) and Backup Infrastructure.

B. Documentary Evidence in support of the successful execution of similar order/ work as mentioned above must be submitted along with the bid in the form of Purchase Order along with copies of any other document in respect of satisfactory execution of the submitted purchase order such as:

a. Satisfactory supply, completion/installation report

or

b. Any other Documentary evidence that can substantiate the satisfactory execution of the submitted Purchase Order.

C. SIMILAR WORK executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC/BRC. Hence the Bidder should exclusively declare that the "Similar Order" submitted in support of this criteria is not executed for its own organization / subsidiary.

- 1.1.2** The Bidder must submit Tender Specific OEM Authorization letter from OEM(s) of Server, Storage, SAN Switch, Network Switch, Tape Library, External Tape Drive & Backup Software to quote against this Tender, failing which their offer shall be rejected.

- 1.1.3** The Bidder must submit a letter from the respective OEM(s) of Server, Storage, SAN Switch, Network Switch, Tape Library, External Tape Drive & Backup Software declaring that these offered items shall not reach end-of-support for at least 7 Years from the Original Bid Closing Date. Failing this their offer shall be rejected.

1.2 FINANCIAL CRITERIA:

1.2.1 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. 2,20,00,000/- (Two Crore Twenty Lakh) only.**

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

Notes to Clause 1.2.1 & 1.2.2 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-I.**

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 applicants, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. Similarly, Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the applicant has to submit an affidavit / undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) 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.

2.0 COMMERCIAL CRITERIA:

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

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

2.3 Bid 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.

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

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

2.6 The bid and all attached documents should be digitally signed by the bidder using **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 before bid is uploaded. Digital Signature Certificates having “**Organization Name**” field other than **Bidder’s Name** are not acceptable.

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.

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

- (i) Firm price
- (ii) EMD / Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact
- (xvi) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

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 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Section-VI- Integrity Pact” of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

2.13 Bid received with validity of offer less than 120 (one hundred twenty) days from the original bid closing date 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 BEC/BRC.

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

3.3 If any of the clauses in the 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.

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

5.0 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.

6.0 The quantities shown against each item in the Bidding Format shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities of various items in the price bidding format are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual consumption.

7.0 Price Bids of only techno-commercially qualified bidders 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.

8.1 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.

8.2 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.

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

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

11.0 Purchase Preference to Micro and Small Enterprises having Udaym Registration Number with Udaym Registration Certificate or registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

(a) 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.

(b) 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.

(c) In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions then the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL.

(d) Documentation required to be submitted by MSEs:

Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020, amendments vide Gazette Notification Nos. CG-DL-E-16062021-227649 dated 16.06.2021 and CG-DL-E-19012022-232763 dated 19.01.2022 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of March, 2022.

The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents for availing the benefits applicable to MSEs:

i. Udaym Registration Number with Udaym Registration Certificate.

OR

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

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

12.0 Policy to provide Purchase preference (linked with local content) (PP-LC) is given in section -X of this tender document.

13.0 Verification and Certification of documents pertaining to technical Bid Evaluation & Bid Rejection Criteria (BEC/BRC)

Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:

Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
iii.	M/s. Germanischer Lloyd Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulfllyods.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv_nord.com
viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhavar@bureauveritas.com

		f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com
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2.0 The Bidders have to get verified and certified the various documents required against BEC/BRC of the tender by anyone of the above Independent Inspection Agencies and submit the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bid of the Tender. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.

3.0 As mentioned above, Bidder(s) have to submit the verified documents along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents as per BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be- considered.

4.0 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to :

- (a) Oil India Limited will incorporate a relevant clause in the tender along with the list of empanelled inspection agencies where document verification pertaining to BEC/BRC of the tender is required. The prospective bidder will contact any of the empanelled inspection agencies against such tender. When prospective bidders approach any of the OIL's empanelled Inspection Agency, the agency will ask for the tender document and should go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. The inspection Agency shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify

the documents with source, if required **at no extra cost to OIL**. A copy of the Inspection Certificate shall be directly sent to the Concerned Tendering officer of OIL INDIA LIMITED, mentioned in the respective tender.

(b) Verification of documents are normally categorised as under:

➤ **General Requirement:**

- Check Bidder's PAN Card
- Check Bidder's GST Certificate
- Check ITR of company – last three years (minimum)
- Check Bidder's Certificate of Incorporation – Domestic Bidder.

➤ **Additional Documents : (If applicable against the tender)**

- Joint Ventures Agreements – To Double-check with JV Partners
- Consortium Agreements – To Double-check with Consortium Partners
- Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern

➤ **Technical Criteria**

- Experience Proof –To check Original Work Order as per BEC /criteria
- To check Company Name
- To check Similar Work Definition against Work Order, Scope of work (JV or Consortium too)
- To check the Execution period
- To Check the Completion Certificates – Letter of Appreciations of proper Execution
- Reference contact verification and true copy verification
- Match Original Work Order/Contract Copy with Soft Copies or notarized scan copies

➤ **Financial Criteria**

- Check Audited Balance Sheet – Turnover as per BEC along with the bidder's compliance with respect to the following clause:

In case due to then current Pandemic Situation on account of Covid-19, the Financial Statements of the preceding financial / accounting year are not available with the applicants, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. Similarly, Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the applicant has to submit an affidavit / undertaking certifying that 'the balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original bid closing date as per format'

- Check Net-Worth – as per BEC
- Check Notarization validity
- Check original audited Balance Sheet with scan copies.
- To check the Line of Credit, if incorporated in the tender.

(END OF SECTION-III)

GENERAL TERMS & CONDITIONS

GENERAL CONDITIONS OF CONTRACT (pertaining to service procurement part of tender) and GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER (Pertaining to material procurement part of tender) is furnished vide Separate attachment (with files name **"GCC" and "GTC" respectively) under "Technical Attachments" Tab in the main bidding engine of OIL's e-Tender Portal.**

(END OF SECTION-IV)

SECTION - V**SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS****1.0 Preamble:**

Oil India Limited has its E&D Directorate Office in Delhi (4th & 5th Floor, NBCC Centre, Okhla Phase-1, Delhi-110020), which is a key decision centre for Company's Exploration endeavours. The Centre houses many Computer Hardware including Server, Storage, Workstations etc. The Current Server infrastructure is basically a VMWare based Cluster using a 3 Tier Architecture housing huge amount of Technical Data on which Seismic and Log interpretation Works go on. The Current 3 Tier Cluster Architecture is around 7 Years old, and many of the key equipment have already reached End-of-support Life. Hence it is decided to refresh this hardware.

Besides above, to support the above-mentioned hardware, the Data centre houses several Non-IT equipment such as PAC, UPS, Electrical Distribution System, Fire Detection & Suppression System, Air Purifiers, IBMS, CCTV, Access Control Systems. etc. These equipment are also required to be monitored 24x7 basis.

The current Tender covers:

- a. Supply, installation & Commissioning for New Hardware (3 tier Architecture Virtualisation Cluster with Backup Facility)
- b. Migration of entire Setup (Data & VMs) from Existing Hardware to New Hardware
- c. 4 Years CAMC on new hardware after completion of one year warranty along with posting of Resident Engineer(RE).
- d. Facility Management Services.

All the hardware to be supplied should work as integrated solution (3 tier Architecture Virtualisation Cluster with Backup Facility)

2.0 Technical Specifications :**2.1 Item: Server (Qty : 3 Nos)**

- i. Make & Model: To be specified in the bid response
- ii. Chipset: Intel C621A Chipset
- iii. Form Factor: Max. 2U rack mounted with sliding rails
- iv. Configured CPU: 2x Intel® Xeon® Third Generation or later Scalable processors, (Dual 16 core & 2.4Ghz min required)

- v. Memory configured: 384GB Memory required
- vi. PCI Extension: Server should support up to eight PCI-Express 4.0 slots, at least two x16 PCIe slots
- vii. RAID Controller supported: SAS/SATA/NVME Trimodal
- viii. RAID Controller Configured: 2Gb/s SAS and PCIe 3.0 RAID Controller with 2GB Cache
- ix. Disks supported: SAS/SATA HDD/SSD, NVME SSD
- x. Disks configured: 2 x 1.2TB SAS SFF Hot Plug HDD
- xi. DVD Configured: 1 x SATA DVD ROM
- xii. Network ports: 4 x 10GBaset RJ45 Ports
- xiii. FC HBA Ports: 4 x 16GBps FC HBA Ports
- xiv. Power Supply & FANs: Redundant min 800W hot plug power supplies and redundant hot plug Fans
- xv. Embedded Remote Management:
 - a. Server should have dedicated 1Gbps remote management port
 - b. Server should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware
 - c. Server should support agentless management using the out-of-band remote management port
 - d. The server should support monitoring and recording changes in the server hardware and system configuration.

2.2 Item: Storage (Qty : 1 No)

- i. Make & Model: To be specified in the bid response
- ii. The proposed array should be a Hybrid array and have minimum dual active-active controllers with NSPoF architecture & 99.999% availability. Controllers shall be true symmetric active-active so that a single logical unit can be shared across all offered controllers in symmetrical fashion, while supporting all the major functionalities like Thin Provisioning etc.
- iii. Offered storage shall support online non-disruptive firmware upgrade for both Controller and disk drives without any reboot of controller.
- iv. Offered storage shall be based upon Intel CPUs and shall be supplied with at-least 12 numbers (Minimum 6 Core per Controller) of CPU cores.
- v. Cache: Proposed storage shall have minimum 256 GB protected DRAM cache.
- vi. Front-end Ports: The proposed storage array should configured with 8 x 16Gbps FC ports or higher to provide scalable and dedicated connectivity to hosts.

- vii. Backend Connectivity: Offered Storage Should be configured with at-least 4 numbers (2 Nos per Controller) of 12Gbps SAS backend ports across Dual controllers.
- viii. RAID Level Support: The proposed array shall support raid level of 5 Or 6
- ix. Storage shall support Block Protocols such as FC Protocol.
- x. The Storage System shall support Synchronous & Asynchronous Replication for Block Protocol. Storage to have built in replication port for replication to DR site
- xi. Raw Capacity of Disks : 150 TB or Higher with 30% capacity on Enterprise SAS 10K and 70% on NL-SAS (max 8TB) drives
- xii. Offered storage should be configured with Encrypted drives for enhanced security
- xiii. Offered storage should be configured with licenses for storage management, Thin provisioning and thin reclaim, Snapshot, replication, QoS.
- xiv. The storage array should support industry-leading Operating System platforms & clustering including: Windows Server 2016 / 2019, VMware 6 & 7.
- xv. Offered Storage Array shall be configured in a No Single Point of Failure configuration including Array Controller card, Cache memory, FAN, Power supply etc.
- xvi. Offered Storage Array shall support distributed Global hot Spare for offered Disk drives. Minimum one spare drive for every 30 drives to be configured.

2.3 Item: SAN Switch (Qty : 2 Nos)

- i. Make & Model: To be specified in the bid response
- ii. Each SAN switch should have minimum 16 ports and be scalable to 24 ports
- iii. Each SAN switch needs to be configured with 16 ports of 16Gbps
- iv. Switch aggregate bandwidth should be 768Gbps
- v. Required LC-LC cables and SFPs will have to be provided with the SAN switches
- vi. It should be supplied with Rail kit to be fitted into a generic rack
- vii. Port Types: D_PORT, E_PORT, F_PORT
- viii. Necessary FC patch cord to be supplied

2.4 Item: Network Switch (Qty : 2 Nos)

- i. Make & Model: To be specified in the bid response
- ii. 24 Port Top-of-the-Rack Switch should be supplied in HA Configuration for Connecting the Whole Infra to LAN.
- iii. Port Configuration : 24 Portx1G Copper

2.5 Item: Tape Library (Qty : 1 No)

- i. Make & Model: To be specified in the bid response
- ii. No of Slots : Minimum 40
- iii. No of Tape Drive : 3 X LTO 8 FC-HH Tape Drive
- iv. LTO Cleaning Tape, 1 Pack
- v. 50 X LTO 8 tape media to be supplied alongwith.

2.6 Item: RHEL 7 Server (or Higher) License (Qty. 1 No, 2 Processor or 2 Guest License)

Note: Contractor Must ensure that the Subscription shall be valid for the entire warranty & CAMC Period (Total 5 Years). The same shall be renewed by the Contractor Time-to-time.

2.7 Item: Windows Server 2019 License (Licenses for 3x32=96 Cores) : The Contractor shall supply 6 Windows Server License Covering all 96 Cores in the Cluster.**2.8 Item: VMWare Licenses (vCentre License - 1 No for Managing the Cluster. vSphere License for all physical Sockets in the Server must be deployed).**

Note: Contractor Must ensure that the Subscription shall be valid for the entire warranty & CAMC Period (Total 5 Years). The same shall be renewed by the Contractor Time-to-time.

2.9 Item : Accessories (2 Nos of Racks, PDU & 1 No KVM)

- i. Make & Model of Both Rack & KVM to be specified in the Bid Response.
- ii. 2 Nos of 42U Server Racks should be supplied to house all the supplied hardware.
- iii. Each of the Racks should come with PDUs, sufficient to supply redundant power to all the equipment mounted. 2 industrial power sockets for each rack shall be made available at the site by OIL.
- iv. Each Rack should come with front Glass Door, perforated back door, air circulation module, 1 Tray for keeping equipment that cant be mounted.
- v. 1 No of KVM Switch (Minimum 8 port) shall also be supplied with Display, Touchpad and Keyboard to manage all the equipment across 2 Racks.

2.10 Item: Backup Software (Qty : 1 No)

- i. OEM & Software Name to be mentioned by the bidder
- ii. Backup & restore solution for both servers and clients mentioned in the technical specifications.
- iii. Backup software should support NAS as well as SAN environment.

- iv. It is required to work with industry standard databases such as Oracle as well as file systems.
- v. Should be able to work on all major platforms like LINUX and WINDOWS.
- vi. It should have centralized management for complete backup functions, scheduling etc.
- vii. Software should support latest LTO tapes (LTO8) and Tape libraries.
- viii. Software should offer User Interface to easily configure, manage, and monitor Backup system. The functionalities should include a) Manage clients, storage devices, and storage media b) Perform backups and restores c) Monitor jobs, device activities, and logs d) Setup notifications e) Generate and view reports
- ix. From Day1 the Software should be licensed:
 - a. to support simultaneous operation of all 3 Tape Drives.
 - b. to take backup of all the file systems in Windows and Linux
 - c. to take backup of the Full VM.
 - d. to take backup of the physical & virtual servers proposed in the solution
 - e. to take backup of the backup server itself (To be configured as one of the VM in the same cluster)
- x. The backup software will backup directly to the tape library proposed in the backup solution.
- xi. The backup software shall be proposed with necessary data archival feature so that selective old and less accessed data can be moved to the tape drives and can be invoked from there as necessary.
- xii. The backup software shall have granular recovery feature, up to a single file restore.

2.11 Item : External Tape Drive (Qty – 1 No)

- i. Make & Model: To be specified in the bid response
- ii. 6 GBPS SAS LTO8 Tape Drive to be supplied
- iii. Along with the Tape Drive following accessories to be supplied:
 - a. 6Gb Mini to Mini SAS Cable (2M) – 1 No
 - b. 6Gb Mini to HD-Mini SAS Cable (2M) – 1 No
 - c. SAS 12Gbps HBA External Controller – 1 No
 - d. Cleaning Tape – 1 Pack

3.0 Warranty: Warranty for all the systems shall start from the date of installation and commissioning and shall be valid for 1 Year from the Date of Installation and Commissioning.

4.0 Installation & Commissioning (including Data Migration): The entire supplied solution should work as an integrated system containing a VMWare Cluster with Backup Facility. If any other item is required to be supplied for the fulfil this requirement, the same has to be supplied by the successful bidder at no extra cost to OIL. The scope of installation and commissioning shall include:

- i. Understanding of the existing system architecture and Designing the New System Architecture
- ii. Physical Installation of all the supplied Hardware.
- iii. Installation of all system software and other supplied software including Hypervisor, vCentre, Backup Software
- iv. Storage Configuration as per existing setup and input from OIL
- v. Migration of all the systems and Data.
- vi. Configuration of Backup Software, backup scheduling, testing, commissioning.

4.1 Tentative Scope of Migration: VMs have to be migrated wherever possible and linked with newly supplied licenses. In case migration is not possible, new VM has to be setup followed by Data Migration. Migration to be done from existing 3tier Architecture Running VMWare.

- Total VMs to be migrated – Linux VM-5 Nos. Windows VMs – 3 Nos
- Total File System Data to be Migrated (Mounted Across VMS) – Approximate 80 TB.

5.0 Comprehensive Annual Maintenance Service (CAMC):

A Separate Contract for Comprehensive Annual Maintenance Contract(CAMC) shall be signed with the Successful Bidder. CAMC shall for the entire supplied solution shall start after expiry of the warranty and shall be valid for 4 Years.

6.0 Scope of Services during Warranty and CAMC period:

6.1 Scope of Services: Hardware, Server network and software maintenance including full spare parts support of the total solution.

6.2. Responsibilities/System Management Services of the Contractor:

To be able to provide quality services for the data centre jobs, it is mandatory that the bidder must follow well-defined set of processes and procedures. The bidder must adhere to these processes and procedures to deliver consistent quality services throughout its contractual period in OIL. Any hardware/software to meet the requirements under this

section must be provided by the vendor. The bidder is expected to have the following system management controls in place:

6.2.1 Preventive & corrective maintenance: Comprehensive corrective maintenance of complete system including replacement / repair of defective parts and systems, Preventive maintenance and weekly cleaning of all the equipments. Under Preventive Maintenance, vendor must conduct software / patches / firmware upgrade for all the items covered in this contract on half-yearly basis.

6.2.2 VMware, Operating System Administration: Installation of VMWare, OS, both LINUX and Windows, handling of OS related issues, installation of OS upgrades and patches, re-installing OS if required, monitoring server usage statistics, network OS support, start-up and shutdown of servers. Addition, deletion, re-configuration of devices, additional users and printers, housekeeping of servers such as disk space usage, files and folders, permissions, users and login on network etc. Implementing security on servers at all levels as per guidelines provided by OIL.

6.2.3 Data Centre Network Administration: The vendor must ensure the availability of network services related to data centre servers, Backup servers, Tape Library & SAN and other data centre accessories.

6.2.4 Problem Management: The Vendor must develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its reoccurrence. It should help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution.

6.2.5 Availability Management: The bidder must define the processes/procedures which ensure the service delivery as per the required SLA (Service Level Agreement). It should cover various equipment for the production environment such as all the Linux servers, networks, Intel servers, and switches, SAN, other site specific services and their supporting hardware, micro-code, firmware, and software components, as defined in scope of work.

6.2.6 Performance Management: The recording, monitoring, measuring, analysing, reporting, and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the services, networks, applications, system software, and equipment within the scope of this initiative. System tuning and optimization is an inherent part of this contract.

6.2.7 Security Management: The protection from unauthorized usage of the physical and logical facilities for the items under this contract including access control, firewall and intrusion detection for the network. Detection of intrusions and

reporting as required by OIL and proactive prevention actions are to be provided by the vendor. OIL will set security direction and the vendor will administer security using an agreed upon tool.

6.2.8 Virus Detection & Eradication Management: It requires the proactive detection and removal of any virus that may affect the computing and communications infrastructure. The vendor is to use the agreed detection tools, keep the tools current, support the users in the recovery process if infected, remove root causes for potential future infection, and to report to OIL on all incidents and actions to prevent future infections.

6.2.9 Hardware Maintenance:

- a) Perform any Install, Move, Add or Change.
- b) To attend to hardware problems of all the hardware covered under this contract and resolve them by repair/replacing the spare or by providing a standby.
- c) Perform periodic preventive maintenance on all hardware assets supplied.

6.2.10 Server Management and OS Administration Service (Both Linux & Windows)

- a) VMware, OS installation & up gradation.
- b) VMware, OS administration.
- c) Resolving all server related problems.
- d) Orderly start-up and shutdown of servers as per laid down procedures.
- e) Install software, patches, updates and service packs.
- f) Security management - Configuring account policy, access rights, password control.
- g) Monitor the utilization of CPU, disk, memory and I/O parameters.
- h) Verify logs in event logger and periodically clean up log files.
- i) Schedule and optimize the services running on the server.
- j) Ensure all critical services are running on the server.
- k) Maintain list of all system files, root directories and volumes.
- l) Take back up of the file systems.
- m) Reload OS in case of a crash.
- n) OS performance tuning.
- o) Network OS support.
- p) Load latest anti-virus updates on the server.
- q) Capacity monitoring and planning.
- r) Supporting IIS applications.
- s) Creating emergency repair disk and periodic update of the same.

- t) Installation of new server operating system along with RAID as per OIL's requirement.
- u) Escalating unresolved problems to ensure resolution as per the agreed SLAs.

6.2.11 Storage Area Network Service

- a) Storage parameter tuning for performance.
- b) RAID rebuilding as and when required.

6.3 In addition to Facility Management Services personnel and Resident Engineer, in order to manage the jobs within the data centre as per the agreed service levels between OIL and contractor, the bidder must agree to send domain expert (with Min. 1 year Experience in the respective domain) to the site as & when required by OIL to resolve the problems if any during Warranty and CAMC period. The to and fro fare, food, accommodation, local transportation etc of contractor's personnel for the above jobs to be borne by the contractor. Bidder to quote considering the above.

6.4 Contractor at his own cost shall arrange the clearance of the spare parts, equipment etc. from customs and port authorities in India and shall pay all requisite duties including customs duty, demurrages, if any, clearance fees, charges, post fees, clearing and forwarding agent fees/charges, inland transport charges etc. Company will provide all reasonable assistance but the responsibility for clearance will rest on the contractor.

6.5 Contractor will have to arrange telephone facilities at the residence and office of the engineer to facilitate immediate contact from OILs personnel. Contractor will have to arrange its own transport facility for the maintenance engineer/technician to attend to the maintenance calls, as conveyance for its engineers to the site and for movement of spares.

6.6 Contractor will have to maintain all hardware installed along with interface i.e network and power cables.

6.7 No cannibalization of any equipment will be permitted to carry out the maintenance services.

6.8 The contractor shall have to provide his own maintenance tools, including Ethernet punching tools, crimping tools etc. for various types of connectors and other test and measuring equipment to his engineer for carrying out the maintenance as and when required.

6.9 OIL shall provide access to the locations where the contracted equipment is installed so as to facilitate the maintenance of the same. The access will also be provided to the manuals for the purpose if available with OIL for maintenance of the contracted systems and software.

6.10 The Contractor must have back-to-back support agreement with OEMs of Server, Storage, SAN Switch, Network Switch, External Tape Drive, Tape Library, Backup Software throughout the contract period. The proof for same is to be produced to OIL at the start of warranty/CAMC. Such OEM back-to-back support agreement validity can be till the end of the warranty & CAMC period, or should be renewed every year. Further, Contractor Must ensure that the Subscription for RHEL & VMWare Licenses shall be valid for the entire warranty & CAMC Period.

6.11 Any problem arising out of the systems during warranty and CAMC period must be resolved within 72 hours of reporting the problem.

7.0 Resident Engineer:

One Full-Time Resident Engineer shall be deployed by Successful Bidder for Operation & Maintenance for the system during the warranty and CAMC period, who shall be available in Office during OIL's Office Hours and available on-call during non-office hours. The Resident Engineer must have at least 3 Years of Experience in VMWare Based Cluster Administration and SAN Storage Management. If any Training is required by the Resident Engineer to carry out the jobs in his/her scope, the same should be provided by the Successful Bidder.

- i. The Resident Engineer shall, as per instruction from OIL, shall manage the Data, including copy of Data Disk to Tape or Tape to Disk.
- ii. The Resident Engineer shall be responsible for all the system Backup and restore.
- iii. The Resident Engineer shall be responsible for any software/firmware update/upgrade as per recommendation from OEM/OIL.
- iv. The Resident Engineer shall be responsible for hardening of systems, as per Security audit recommendation of OIL.
- v. The Resident Engineer shall be responsible for Change Management as requested by OIL.

8.0 Facility Management Service (FMS):

Throughout Warranty and CAMC period, functioning of PAC, UPS, Electrical Distribution System, Fire Detection & Suppression System, Air Purifiers, IBMS, CCTV, Access Control Systems and other items to be monitored by facility management Personnel.

8.1 General Qualification and Experience for the Manpower for FMS:

8.1.1 Minimum Qualification: Minimum 1 year Diploma in IT / Computer / Electronics / Electronics & Tele Comm / Instrumentation with at least 1 year experience in handling of server/switches/storage areas or working in Data Centre.

The manpower deployed for the FMS must have above qualification and experience for the assigned job. The Contractor should provide the bio-data of the personnel to be deployed. If the service of the particular personnel is not satisfactory, OIL shall ask for suitable replacement and contractor is required to provide the replacement within a week.

8.2 Following are the broad coverage of services to be provided by the successful bidder:

- i. To Monitor and ensure that the entire environmental infrastructure (i.e PAC, UPS, Electrical Distribution System, Fire Detection & Suppression System, Air Purifiers, IBMS, CCTV, Access Control Systems and other items in the Data Centre) at the site are functioning properly (OIL has separate AMC for those items).
- ii. Regular monitoring against threshold limits for environment conditions like temperature, humidity, power supply, etc. If any abnormality is found, reporting to be done to the concerned personnel as decided by OIL.
- iii. Physical inspection, checking and weekly cleaning up of floor and other equipment in the data centre.
- iv. Monitor and maintain records about UPS parameters and BMS for Data Centre and UPS Room.
- v. Monitor WAN and Internet Connections and report any latency or disruption in service to concerned person as decided by OIL.
- vi. Check LEDs of all servers, storage, backup devices, network equipment and other IT Equipment in the data centre as decided by OIL.
- vii. Monitoring status of the PACs installed in the server room and split ACs in the UPS Room and reporting any abnormality to the concerned personnel.

8.3 Timing for FMS Personnel:

- i. Non office hours i.e. from 5:30 PM to 9:30 AM on working days.

- ii. On Saturdays and Sundays for 24 hours.
- iii. On OIL's Holidays for 24 hours.

9.0 Project Timeline:

The Supply, Installation and Commissioning (including Data Migration) shall be completed by the successful Bidder within 4 Months of placement of LOA/PO. Once the Installation and Commissioning (including Data Migration) is done Warranty for the newly installed system shall start along with Resident Engineer and Facility Management Service.

Detailed timeline of the project is as under:

Sl. No.	Description	Timeline
1	Supply, Installation and Commissioning (Including Data Migration) of IT hardware for seismic Interpretation	Within 04 Months from the date of issue of LOA/PO.
2	Service of Resident Engineer (RE) and Facility Management Service (FMS) during Warranty Period	01 (One) year from the Date of Installation and Commissioning (including Data Migration).
3	Comprehensive Annual Maintenance Contract (CAMC) along with Service of Resident Engineer (RE) and Facility Management Service (FMS)	4 (Four) years from the date of expiry of Warranty period.

Notes:

- i) Bidders are required to quote their rates for Service of Resident Engineer (RE) and Facility Management Service (FMS) for the initial 1st year (i.e. during the warranty period) in Part-A of Price Bidding format.
- ii) After expiry of warranty period of 1 year, a separate contract shall be signed with the successful bidder for Comprehensive Annual Maintenance Contract (CAMC) along with the Service of Resident Engineer (RE) and Facility Management Service (FMS) for a period of 04 (Four) years from the date of expiry of Warranty period.
- iii) Rates for Comprehensive Annual Maintenance Contract (CAMC), Service of Resident Engineer (RE) and Facility Management Service (FMS) for the 4 (four) years after expiry of warranty period of 1 year to be quoted in Part-B of Price Bidding Format.

10.0 Special Terms and Conditions:

- i. Documentation of all the activities completed during installation and commissioning shall be given to OIL within 15 Days of Installation and Commissioning. Further, a Day to Day Operation Guide for the Complete system covering Backup Procedure, System shut down and Start-up SOP shall be shared within 21 Days of Installation and Commissioning. Both the documents shall have to be accepted by OIL following which only the commissioning certificate shall be issued.
- ii. The to and fro fare, food, accommodation, local transportation etc. for resident Engineer/FMS Personnel/Domain Expert/any other personnel deployed by successful bidder shall be borne by the successful bidder.
- iii. **LD Applicability** - If the successful bidder is unable to Deliver, Install and Commission the New System **within 4 Months of Placement of LOA** (Letter of Award) from OIL, LD will be applicable as per Tender Terms.
- iv. All the Software Licenses must be in the name of "Oil India Limited".

11.0 Payment Terms:

- i. 70% of the Material Cost shall be paid after delivery of all the items.
- ii. 30% of the Material Cost including full Installation & Commissioning Charges shall be paid after successful Commissioning of all the systems (including Documentation).
- iii. CAMC Charges shall be paid on quarterly basis after successful completion of each quarter of CAMC Services.
- iv. Resident Engineer Charges shall be paid on quarterly basis after successful completion of each quarter during warranty and CAMC period.
- v. Charges for FMS (Facility Management Service) shall be paid on quarterly basis after successful completion of each quarter of FMS Service during warranty and CAMC period.
- vi. Successful Bidder shall have to submit the certification against the payment of his personnel along with Invoices for Resident Engineer and FMS Services.

Note:

In case Material Value(Item No 10 to 110 in Price Bid Format) including Installation & Commissioning Charges(Item No 120 in Price Bid Format) is more than 70% of total Evaluated Value including CAMC,RE & FMS (Item No 130 to 260 of Price Bid Format) ,

then the differential amount (i.e Actual Quoted Material Value and Installation & Commissioning Charge exceeding 70% of Total Quoted Cost) shall be paid in equal 16 interest-free instalments after each quarter of completion of CAMC. Payment terms shall be modified accordingly.

Illustration: Suppose Total Project Cost (Including Material, Installation & Commissioning, CAMC, RE, FMS) = Rs 1000/-

Material Value = Rs 600/-

Installation & Commissioning Cost = Rs 140/-

Material Value + Installation & Commissioning Charge = Rs 740/-

CAMC, RE, FMS Cost = Rs 260/-

Value Exceeding 70% of Total Project Cost = (740-700) = Rs 40

This Amount (Rs 40/-) will be paid after each quarter of completion of CAMC in equal instalment of Rs 2.5/-.

12.0 Penalty Terms:

- i. Any problem arising out of the systems during CAMC period must be resolved within 72 hours of reporting the problem, otherwise a penalty of Rs 500/- per day per problem shall be applicable. However Maximum Penalty in this case shall not exceed 10% of total Maintenance charge for that quarter.
- ii. During Warranty and CAMC period, on absence of Resident Engineer beyond 2 days a month, a penalty of Rs 500/- will be applicable for every additional day of absence. However total penalty under this case shall not exceed 10% of Total Onsite Service Engineer Charges for that Quarter.
- iii. During Warranty and CAMC period, Per day Rs 500/- penalty will be applicable on absence of FMS Service. however total penalty under this case shall not exceed 10% of Total FMS Charges for that Quarter.

(END OF SECTION-V)

BIDDING FORMAT (PRICE BID)

Bidding Format is furnished vide Separate Excel Sheet attached under “Notes And Attachments” Tab in the main bidding engine of OIL’s e-Tender Portal.

END OF SECTION -VI

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **SUPPLY, INSTALLATION, COMMISSIONING & MIGRATION OF IT HARDWARE FOR SEISMIC INTERPRETATION ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC), RESIDENT ENGINEER AND FACILITY MANAGEMENT SERVICE (FMS) FOR E&D DIRECTORATE, OIL INDIA LIMITED, DELHI.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

- (vii) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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

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

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

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues

raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

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

..... For the Principal Date : Place : For the Bidder/Contractor Witness 1: Witness 2:
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(END OF SECTION-VII)

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 DECLARATION FOR BID SECURITY as per Proforma-IX submitted	Yes/ No
3.0	Whether quoted offer validity of 120 (One Hundred Twenty) days from the original date of Technical bid opening?	Yes/ No
4.0	Whether all BEC/BRC clauses accepted?	Yes/ No
4.1	Whether documentary evidence submitted in support of requirements as per BEC/BRC?	Yes/ No
4.2	Whether complied towards verification and certification of documents pertaining to technical Bid Evaluation & Bid Rejection Criteria (BEC/BRC).	Yes/ No
4.3	Whether Undertaking submitted as per Annexure-II towards submission of authentic information/documents along with the Un-priced Techno-Commercial Bid?	Yes/ No
5.0	Whether prices submitted as per Bidding format?	Yes/ No
5.1	Whether Bidding format uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal?	Yes/ No
6.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
7.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
8.1	Whether Integrity Pact accepted?	Yes/ No
8.2	Whether Integrity Pact along with the Un-priced Techno-Commercial Bid?	Yes/ No
9.0	Whether agreed to submit Performance Security / Security Deposit within 2 weeks of the issue of Letter of Award/order?	Yes/ No
10.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
10.1	Whether quoted any deviation?	Yes/ No
10.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

(END OF SECTION-VIII)

HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS

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

A. General / Common:

1. The Contractor shall be solely responsible to comply all the statutory norms as applicable while executing the job. It will be solely the Contractor's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely: the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance of all HSE laws by the sub-contractors. It will be the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory Rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by representative of OIL.
2. Contractor's arrangements for health and safety management shall be consistent with those for the company (OIL).
3. 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.
4. The Contractor shall ensure complete safety of the personnel engaged by him, and of all the equipment, they will handle and must take full responsibility for their safety
5. Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devices (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/penalty due non-adherence to PPE shall be binding to the Contractor.
6. The Contractor should frame a mutually agreed bridging document between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

7. 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.

~~8. Soft copy of the Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe methods to deal with it/them. Printout of copy (spiral binding) of the SOP mentioned above is to be kept with all working teams at all times. The SOP clearly stating the risk arising to men, machineries & material from the mining operation / other operations to be done by the Contractor and how it is to be managed. However; in case of any doubts, the Contractor shall reconfirm the same from the Engineer in Charge (OIL).~~

~~9. Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.~~

~~10. In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.~~

~~11. Necessary cold and hot work permits including excavation clearance and permission for working at height, Confined Space Entry as applicable are to be obtained by the competent person of the Contractor from the site representative of OIL before start of the job(s). Work Permit System should be inline as per guidelines issued by HSE Department.~~

12. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor. If the Company (OIL) arranges any safety awareness program / training for the working personnel at site (company employee, Contractor worker, etc.) the Contractor will not have any objection to any such training.

13. After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact details. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer in Charge.

14. The Contractor shall not engage minor labourer below eighteen (18) years of age under any circumstances.

15. The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer in Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

16. OIL will communicate all information to the Contractor or his authorized representative only.

17. The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.
18. 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.
19. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/ facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.
20. Contractor shall keep a reasonable degree of order by disposing of accumulated rubbish and excess material. Disposal of solid wastes generated by the Contractor shall be in accordance with the company's Procedure for Solid Waste Management. The Contractor Personnel have to take every possible care to keep the environment clean and free from pollution.
21. The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.
22. Contractor's Supervisor/ Contractor's personnel needs to be aware about the site specific emergency response plan (which includes display of emergency contact nos., establish telephone communication, layout of working area, use of fire extinguisher, emergency exit, assembly point).
- ~~23. All Lifting equipment of the Contractor like Crane etc. shall have to be duly calibrated. Calibration Certificate of this equipment shall have to be submitted to the representatives of OIL and a copy of the same to be made available at site.~~
- ~~24. Necessary sign board / warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used while working on tanks. The said signals / sign boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.~~
- ~~25. Barricading of area to be done with reflecting tapes as applicable during work.~~
26. The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.
- 27 The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.
28. Smoking is prohibited in all Company restricted areas except in authorized smoking areas/ shelters. Carrying of matches and lighters into the Hazardous Area is prohibited. Cellular phones shall not be used in operating areas / hazardous areas unless they have been classified as 'intrinsically safe' for use in that atmosphere. Consumption of alcohol and possession of non- prescribed drug in Company work site is strictly prohibited.
29. The Contractor personnel should understand the implication of the known hazards related to the work undertaken by them and the necessity of having an emergency plan approved by OIL to counter them, if anything goes wrong.

30. In case Contractor is found non-compliant of HSE laws as required and all the above mentioned general HSE points, company will have the right for directing the Contractor to take action to comply with the requirements, and for further non-compliance, the Contractor will be penalized as per the terms of the Contract.

31. 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.

32. Considering the ongoing Covid-19 pandemic, those who are engaged in the above operations should follow the Covid-19 Protocol as per the prevailing Government Guidelines.

33. Any requirement arise by the Statutory Authorities during the period of contract shall be applicable and binding for the Contractor.

~~B. Additional Points in case of Areas/ Installations under Mines:~~

~~1. As per DGMS circular & Gazette Notification for maintenance of register as required by the Mines Act 1952 and Mines Rules, 1955, the forms A, B, D and E have been updated and modified. The above mentioned forms need to be maintained as per the new format.~~

~~2. The Contractor shall submit to DGMS returns indicating — Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment work persons, Number of work persons deployed, how many work hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.~~

~~3. 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.~~

~~4. The Contractor shall report all near misses, minor and reportable accident to the Engineer in Charge and maintain the record of near misses as per OIL's practice, and accidents in the Form — J for Reportable accident and Form — K for Minor Accidents as per The Mines Rules 1955 in consultation with the Engineer In Charge.~~

~~5. The Contractor engaged for any electrical installation, maintenance, repairs etc., should possess a valid electrical Contractor license issued by the State Electricity Licensing Board and engage adequate number of competent electrical personnel. All the Competent persons shall have appropriate Work Permit/ Supervisory License issued by State Electricity Licensing Board. It shall be included in Terms and Conditions of contract agreement/NIT (Notice Inviting Tender) and shall be ensured by the OIL Engineer in charge.~~

~~6. Statutory forms to be maintained in respect to Mines Act, 1952, Mines Rules 1955, Oil Mines Regulations 2017, the Environment (Protection) Act 1986 and other applicable laws.~~

~~7. The Contractor, wherever applicable, shall obtain necessary hazardous waste authorization from the State Pollution Control Board for storage, handling and disposal of hazardous waste.~~

~~8. The health check up of Contractor's personnel is to be done by the Contractor in OIL empanelled Hospital and the reports and statutory forms as applicable to be vetted from the OIL authorized Medical Officer. The frequency of periodic medical examinations should be every five years for the employees up to 45 years of age and every three years for employees of 45 years of age and above. Initial Medical Examination should be in line with the standard followed by OIL.~~

~~9. All persons deployed by the Contractor for working in a mine must undergo Mines Vocational Training, initial medical examination and Periodic Medical Examination (if required). They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.~~

~~10. Necessary facilities for monitoring the levels of parameters in respect of Methane, Oxygen, Hydrogen Sulphide and Carbon Monoxide should be provided at mines. Portable multi gas detector (LEL/O₂/CO/H₂S) and FLP tool, torch light etc. to be made available at site.~~

~~11. The Contractor personnel shall arrange daily meeting and monthly pit level meeting headed by the OIL Engineer and maintain records accordingly. Safety Briefing, Evacuation plan in case of emergency and how to inform (in case of emergency) to be discussed during the Tool Box meeting.~~

(END OF SECTION-IX)

Policy to provide Purchase preference (linked with local content) (PP-LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas- Amended

1 Preamble:

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivize the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivizing enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions:

- 2.1 **Oil and Gas Business** Activity shall comprise of Upstream, Midstream and Downstream business activities.
- 2.2 Domestic products shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 Local Content hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- 2.4 Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 Supplier of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:
- 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.
- 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.
- 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.
- 2.6 Steering Committee means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 Verification shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 Purchase preference: Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.
- 2.10 Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 Local Content (LC) in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2,12 Factory overhead cost shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed

to produce a unit of product with the cost not chargeable directly to specified product.

2.13 Company overhead cost shall be costs related to the marketing, administration and general affairs cost of the company.

2.14 Indian Company means a company formed and registered under the Companies Act, 2013,

2.15 Foreign company means any company or body corporate incorporated outside India which- (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

3. Scope:

3.1 The regulation shall be intended to:

3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able

to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51 % or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP). as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels' shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

4. Procurement:

- 4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and Such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.
- 4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.
- 4.3 Margin of Purchase preference: The margin of purchase preference shall be 20%.
- 4.4 (a) In respect of all goods. services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.
- 4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.
- 4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.
- 4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.
- 4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs.1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.
- 4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

- 4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.
- 4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

5. Purchase Preference- Linked with Local Content (LC)

- 5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:
- 5.1.1 The manufacturers / service providers having the capability of meeting or exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers or LC service providers respectively as described below.
- 5.1.2 Wherever the goods or services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.
- 5.1.3 Goods: The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L 1, if such bidders are available. The remaining will be awarded to L 1.
- 5.1.3.1 However, if L 1 bidder happens to be a Class Local supplier, the entire procurement value shall be awarded to such bidder;
- 5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.
- 5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be

awarded to the eligible Class I Local supplier for the entire quantity.

5.1.4 Services / **EPC** Contracts: The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L 1 bid.

5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy is at Enclosure-I.

6. 0 Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

6.1.2 The criteria for determination -of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2 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.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- 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.

6.3 LC of the EPC Contracts:

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.4 Calculation of LC and Reporting

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

7 Certification and Verification

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

7.1.2 At bidding stage:

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

b)

- The shall submit an undertaking from the bidder authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

7.1.3 After Contract Award:

- The bidder shall submit an undertaking from the authorized signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

7.2 Each supplier shall provide the necessary. local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, 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.

7.3 The Local Content certificate shall be submitted along with each invoice raised.

However, the % of local content may vary with each 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.

7.4 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.

7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

8 Governance and Supervision:

8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.

8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 Sanctions:

9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

- 9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.
- 9.4 A manufacturer and/or supplier of goods and/or provider of services 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 specified in clause 9.4.1.
- 9.4.1 The financial penalty shall be 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.
10. Clarification on Goods! Services: Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.
11. Powers to grant exemption and to reduce minimum local content:
Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing, .
- a) Reduce the minimum local content below the prescribed level; or
 - b) Reduce the margin of purchase preference below 20%; or
 - c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.
12. Time Period: The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

Enclosure-I**PROCEDURE FOR AWARD OF CONTRACTS****Procedure for award of contracts under this policy shall be as follows:**

- 1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- 1.2 In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

End of Section-X

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement is executed on..... ' 20__
between

M/s.....

AND

OIL INDIA LIMITED (hereinafter referred to as OIL), a Government of India Enterprise having its registered office at Duliajan-786602, District Dibrugarh, Assam, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

WHEREAS, OIL and M/s _____ have entered into a contract for “**SUPPLY, INSTALLATION, COMMISSIONING & MIGRATION OF IT HARDWARE FOR SEISMIC INTERPRETATION ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC), RESIDENT ENGINEER AND FACILITY MANAGEMENT SERVICE (FMS) FOR E&D DIRECTORATE, OIL INDIA LIMITED, DELHI**”. M/s _____ will have access to certain proprietary and confidential information in due course of time as and when required to be used during the course of time for execution of jobs to be carried out under the project, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein “Confidential Information” means all plans, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party's prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above indicated purpose of this agreement.
2. Each party agrees that:
 - a) It will not use any of their Confidential Information for any purpose other than as necessary to perform its services;
 - b) It will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof) and
 - c) Based on the study result of this dataset, no technical paper or presentation will be published/ shared in any forum/ technical seminar without prior consent of OIL. Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes only.
3. Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.
4. The foregoing obligations of each party shall not apply to:

- a) Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;
- b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
- c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;
Or
- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

- 5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
- 6. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of 20__.

M/s.....

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

OIL INDIA LIMITED

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

(END OF ANNEXURE-I)

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF
AUTHENTIC INFORMATION/DOCUMENTS**

(To be typed on the letter head of the bidder)

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No.SLI9574P22

To,
The CGM (C&P)
Oil India Limited
Plot No. 19, Sector-16 A Noida

Sir,

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

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

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

Yours faithfully,

For (*type name of the firm here*)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

(END OF ANNEXURE-II)

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTICING **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:

Unique Document Identification Number (UDIN):

**PROFORMA FOR UNDERTAKING / AFFIDAVIT IN TERMS OF NOTE-II UNDER
CLAUSE 1.2.1&1.2.2 OF BEC/BRC OF TENDER NO.SLI9574P22**

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

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

STATEMENT OF NON-COMPLIANCE (IF ANY)
(TO CLAUSES OTHER THAN THOSE IN BEC-BRC)

(Only exceptions/deviations to be rendered)

The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the Tender stipulations, terms and conditions in respect of each Section of Bid Document other than BEC-BRC in the following format:

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

Signature of Authorised Signatory: _____

Name of Authorised Signatory: _____

Name of 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, other than those in BEC-BRC, the same should be indicated as per above format and submit along with their bids. No deviation will be accepted in the clauses covered under BEC-BRC. If the “**Statement of Non-Compliance**” in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the Tender requirements.

PROFORMA-IV

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16 A,
Noida, U.P.

Sir,

Sub: OIL's TENDER No. SLI9574P22

I / We _____ confirm that Mr./ Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against Tender Invitation No. **SLI9574P22**for *****.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-V

PROFORMA LETTER OF AUTHORITY

To
General Manager (C&P)
OIL INDIA LIMITED
Plot No. 19, Sector-16 A,
Noida, U.P.

Dear Sir,

SUB: OIL TENDER No. SLI9574P22

We _____ of _____
Confirm that Mr./Ms. _____
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the
agreement on our behalf with you against Tender Invitation No. **SLI9574P22** for **SUPPLY,
INSTALLATION, COMMISSIONING & MIGRATION OF IT HARDWARE FOR SEISMIC
INTERPRETATION ALONG WITH COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (CAMC), RESIDENT ENGINEER AND FACILITY MANAGEMENT SERVICE
(FMS) FOR E&D DIRECTORATE, OIL INDIA LIMITED, DELHI** for any commercial /
Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature : _____

Name & Designation _____

For & on behalf of _____

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

Signature of Bidder with Official Seal

FORM OF PERFORMANCE BANK GUARANTEE

To:
M/s. Oil India Limited

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

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

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

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

This guarantee is valid until the _____ day of _____

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

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

E-TENDER NO. SLI9574P22

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

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

SIGNATURE AND SEAL OF THE GUARANTORS_____

Designation_____

Name of the Bank_____

Address _____

NOTE:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBB; Branch Address: HDFC Bank Limited, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- a) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- b) Further correspondence against BG towards Performance Security must contain the Contract Number.

BID FORM

To
M/s. Oil India Limited,
Plot No. 19, Sector-16 A, NOIDA

Sub: TENDER No. SLI9574P22

Gentlemen,

Having examined the General Terms & Conditions and Scope of Services including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of 120 (One Hundred and twenty) days from the original date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 202__.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

DECLARATION FOR BID SECURITY

To,

M/s. Oil India Limited

.....,

.....

Sub:

Tender No:.....

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s. (Name of Bidder) have submitted our offer / bid no.....

We, M/s.(Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the OIL INDIALIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

SAMPLE FORM OF AGREEMENT

THIS AGGREEMENT is made on the day of 2022, 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 Award 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 Technical Specifications, if any
 - e) Confidentiality and Non-Disclosure Agreement
 - f) Integrity pact
 - g) Schedule of Rates,
 - h) Scope of Work and Special Conditions of Contract and
 - i) 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:

- END OF TENDER -