

## **CORRIGENDUM-1**

### **CORRIGENDUM NO. 1 DATED 25.04.2025 to GeM Bid No. GEM/2025/B/6136631 for 'Hiring of services for Very Small Aperture Terminal (VSAT) Connectivity on a rental model for remote sites of OIL for a period of 03 (three) years.'**

This Corrigendum is issued to notify the following changes to the tender:

- 1) "Similar Works" Definition in Point No. (A) under Notes to BEC Clause No. 1.2.1 of the PQC (Pre-Qualification Criteria) has been amended as below:

**"SIMILAR WORK"** as mentioned in Clause 1.2.1 means *"Experience in successful installation & commissioning of VSAT Communication Solution including VSAT bandwidth, and Operation & Maintenance of the same"*.

- 2) Clause No. 1.5, 1.9.8 & 1.12 (I) (H) of SoW (Scope of Work) have been amended as below:

**1.5** Line item no. 610 [Installation of VSAT Site] shall be used for initial as well as subsequent installation and commissioning of VSATs at sites. Line Items 600 [Shifting (including Transportation) of VSAT Network Equipment Set] and 620 [Dismantling of VSAT site] are associated against subsequent shifting and dismantling of VSAT sites after successful completion of the installation and commissioning of the VSAT connectivity at the sites.

**1.9.8 Spares:** The bidder shall maintain the following minimum spare set each at OIL offices at Jodhpur, Rajasthan and Duliajan, Assam:

- I. VSAT Modem
- II. BUC
- III. LNB
- IV. Cable and Connectors
- V. SDWAN Router

**1.12 (I) (H)** The NMS tool/portal shall provide the following downloadable reports:

- i) VSAT site wise historical report (for at least 6 months) for hourly average Loss, Latency and Jitter.
- ii) VSAT site wise historical report (for at least 6 months) for hourly average Bandwidth Utilisation.

- 3) Clause No. 1.4 of the Payment Terms of the tender has been amended as below:

The payment schedule against the service items are shown below:

<b>Item No.</b>	<b>Description of Services</b>	<b>Payment Terms</b>
10	Backhaul Link Charges	Quarterly from Day 1
20	VoIP Facility Charge	Quarterly from Day 1

30	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 1	Quarterly from Day 1
40	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 2	Quarterly from Day 1
50	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 3	Quarterly from Day 1
60	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 4	Quarterly from Day 1
70	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 5	Quarterly from Day 1
80	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 6	Quarterly from Day 1
90	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 7	Quarterly from Day 1
100	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 8	Quarterly from Day 1
110	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 9	Quarterly from Day 1
120	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 10	Quarterly from Day 1
130	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 11	Quarterly from Day 1
140	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 12	Quarterly from Day 1
150	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 13	Quarterly from Day 1
160	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 14	Quarterly from the date of availing the service
170	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 15	Quarterly from the date of availing the service

180	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 16	Quarterly from the date of availing the service
190	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 17	Quarterly from the date of availing the service
200	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 18	Quarterly from the date of availing the service
210	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 19	Quarterly from the date of availing the service
220	4G LTE/5G Link Charge for Site 1	Quarterly from the date of availing the service
230	4G LTE/5G Link Charge for Site 2	Quarterly from the date of availing the service
240	4G LTE/5G Link Charge for Site 3	Quarterly from the date of availing the service
250	4G LTE/5G Link Charge for Site 4	Quarterly from the date of availing the service
260	4G LTE/5G Link Charge for Site 5	Quarterly from the date of availing the service
270	4G LTE/5G Link Charge for Site 6	Quarterly from the date of availing the service
280	4G LTE/5G Link Charge for Site 7	Quarterly from the date of availing the service
290	4G LTE/5G Link Charge for Site 8	Quarterly from the date of availing the service
300	4G LTE/5G Link Charge for Site 9	Quarterly from the date of availing the service
310	4G LTE/5G Link Charge for Site 10	Quarterly from the date of availing the service
320	4G LTE/5G Link Charge for Site 11	Quarterly from the date of availing the service
330	4G LTE/5G Link Charge for Site 12	Quarterly from the date of availing the service
340	4G LTE/5G Link Charge for Site 13	Quarterly from the date of availing the service
350	4G LTE/5G Link Charge for Site 14	Quarterly from the date of availing the

		service
360	4G LTE/5G Link Charge for Site 15	Quarterly from the date of availing the service
370	4G LTE/5G Link Charge for Site 16	Quarterly from the date of availing the service
380	4G LTE/5G Link Charge for Site 17	Quarterly from the date of availing the service
390	4G LTE/5G Link Charge for Site 18	Quarterly from the date of availing the service
400	4G LTE/5G Link Charge for Site 19	Quarterly from the date of availing the service
410	Rent for VSAT Network Equipment Set for Site 1	Quarterly from Day 1
420	Rent for VSAT Network Equipment Set for Site 2	Quarterly from Day 1
430	Rent for VSAT Network Equipment Set for Site 3	Quarterly from Day 1
440	Rent for VSAT Network Equipment Set for Site 4	Quarterly from Day 1
450	Rent for VSAT Network Equipment Set for Site 5	Quarterly from Day 1
460	Rent for VSAT Network Equipment Set for Site 6	Quarterly from Day 1
470	Rent for VSAT Network Equipment Set for Site 7	Quarterly from Day 1
480	Rent for VSAT Network Equipment Set for Site 8	Quarterly from Day 1
490	Rent for VSAT Network Equipment Set for Site 9	Quarterly from Day 1
500	Rent for VSAT Network Equipment Set for Site 10	Quarterly from Day 1
510	Rent for VSAT Network Equipment Set for Site 11	Quarterly from Day 1
520	Rent for VSAT Network Equipment Set for Site 12	Quarterly from Day 1
530	Rent for VSAT Network Equipment Set for Site 13	Quarterly from Day 1
540	Rent for VSAT Network Equipment Set for Site 14	Quarterly from the date of availing the service
550	Rent for VSAT Network Equipment Set for Site 15	Quarterly from the date of availing the service
560	Rent for VSAT Network Equipment Set for Site 16	Quarterly from the date of availing the service
570	Rent for VSAT Network Equipment Set for Site 17	Quarterly from the date of availing the service
580	Rent for VSAT Network Equipment Set for Site 18	Quarterly from the date of availing the service
590	Rent for VSAT Network Equipment Set for Site 19	Quarterly from the date of availing the service
600	Shifting (including Transportation) of VSAT Network Equipment Set	On actuals as per quoted rate
610	Installation of VSAT Site	On actuals as per quoted rate
620	Dismantling of VSAT site	On actuals as per quoted rate

**Note:**

(i) Line item no. 610 [Installation of VSAT Site] shall be used for initial as well as subsequent installation and commissioning of VSATs at sites.

(ii) Line Items 600 [Shifting (including Transportation) of VSAT Network Equipment Set] and 620 [Dismantling of VSAT site] are associated against subsequent shifting and dismantling of VSAT sites after successful completion of the installation and commissioning of the VSAT connectivity at the sites.

- 4) Consequent to the amendment against Sl No. (2) & (3) above, Clause No. 2.5, 2.9.8, 2.12 (I) (H) & 11.4 of the Section-II of STC, SCC (Special Conditions of Contract) have been amended accordingly.
- 5) The revised PQC, SoW, Payment Terms & Section-II of STC, SCC have been attached.

The amendment mentioned herein shall prevail over the contradictory clauses in the NIT. All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at [www.oil-india.com](http://www.oil-india.com).

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**Sd/-**  
**MANAGER – CONTRACTS (S)**

**PRE QUALIFICATION CRITERIA (PQC)****BID EVALUATION CRITERIA (BEC) – BID REJECTION CRITERIA (BRC)****1.0 BID EVALUATION CRITERIA (BEC):**

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

**1.1 ELIGIBILITY CRITERIA:**

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

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

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

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

(a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XVI (duly signed & sealed by the Power of Attorney holder)**, without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded.

(b) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content as mandated under Public Procurement (Preference to Make in India) Order, 2017 (as amended time to time).

(c) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.

## 1.2 TECHNICAL EVALUATION CRITERIA:

**1.2.1** Bidder must have successfully completed/executed at least one **SIMILAR WORK** of value not less than **Rs. 1,97,62,000.00 (Rupees One Crore Ninety-Seven Lakh Sixty-Two Thousand)** over the last 07 (Seven) years reckoned from the original bid closing date in Central or State PSUs / Central or State Government Organization / Public Limited / Nationalised Banks Company in India.

**1.2.2** The VSAT service shall be provided by the bidder who has **valid VSAT license** granted by the Government of India. The VSAT license shall be valid throughout the contract period. In case, the VSAT licence expires in the middle of the contract, the bidder shall renew the license to maintain its validity throughout the contract. The bidder must submit the following documents in this regard:

- i) A valid VSAT License.
- ii) An undertaking (as per the format prescribed in **PROFORMA-XIX**), confirming that the bidder shall renew the license to maintain its validity throughout the period of the contract, in case, the same expires in the middle of the contract.

**1.2.3** The bidder must submit the signed **Non-Disclosure Agreement (NDA)** as per available in **PROFORMA-XX** of the tender.

### **Notes to BEC Clause No. 1.2.1:**

**A.** "**SIMILAR WORK**" as mentioned in Clause 1.2.1 means "*Experience in successful installation & commissioning of VSAT Communication Solution including VSAT bandwidth, and Operation & Maintenance of the same*".

**B.** For proof of requisite Experience (against Clause No. 1.2.1), the following documents / photocopy (self-attested / attested) must be submitted along with the bid:

- (i) Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order (WO) showing detailed scope of work in line with Clause 1.2.1 above,

AND

- (ii) Job Completion Certificate showing:

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

OR

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

- (a) Work order no. / Contract no.
  - (b) Gross value of jobs/quantities done
  - (c) Period of Service
  - (d) Nature of Service
- C.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence.
- D.** In case requisite experience is against **OIL's Contract**, bidder shall only be required to categorically specify OIL's Contract Number and date.
- E.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume/value/quantity/period, as stipulated under Clause No. 1.2.1 will only be treated as acceptable experience.
- F.** Following work experience will also be taken into consideration:
- (a) If the prospective bidder is executing work as defined in Clause No. 1.2.1 in which is still running and the contract volume/value/quantity/period executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.
  - (b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date but completion is within the prescribed 07 (seven) years reckoned from the original bid closing date.
  - (c) If the prospective bidder has executed work as defined in Clause No. 1.2.1 is a component of a contract.
  - In case the documents submitted as per **Para B** above, are not sufficient to establish the volume/value/quantity/period of the work as defined Clause No. 1.2.1 against **Para F (a), (b) & (c)** above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value / quantity / period of work as defined Clause No. 1.2.1 which should be certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number).
- G.** Experience of executing work as defined Clause No. 1.2.1 through 'sub-contracting' shall not be considered for evaluation.
- H.** Work as defined Clause No. 1.2.1 executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

- I. Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.

### 1.3 FINANCIAL EVALUATION CRITERIA:

- 1.3.1 Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 1,18,57,000.00 (Rupees One Crore Eighteen Lakh Fifty-Seven Thousand)**.

**NOTE:** Annual Financial Turnover of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).

- 1.3.2 **Net worth** of the bidder must be Positive for the financial/accounting year preceding the original Bid Closing date.

**NOTE:** The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013. Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation".

#### **Notes to BEC Clause No. 1.3:**

- A. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical bid:
- (i) 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 - XIII**.

OR

- (ii) Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the

country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent.

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

- B.** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months/within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial /accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial/accounting year excluding the preceding financial/accounting year will be considered. However, the bidder has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-XII**.
- C.** In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.
- D.** In case the bidder is a Government Department, they are exempted from submission of documents mentioned under para A and B above.

## **2.0 COMMERCIAL EVALUATION CRITERIA:**

- 2.1** The bids are to be submitted in **Single stage under Two Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or Technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightway.**
- 2.2** The bidder must enter an all-inclusive price (including GST) against the **“OFFER PRICE”** field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. The duly filled Price Bid Format indicating the Unit Rates and GST rate in the provided space, shall be uploaded by the bidder under “Financial Documents” on GeM portal.

**Note:** The breakup of the quoted/offered price i.e., the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

- 2.3** 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.
- 2.4** Bid security shall be furnished as a part of the Techno Commercial Un-priced bid. The amount and validity of bid security should be as specified in the Forwarding Letter/Introduction of the bid document. Any bid not accompanied by a proper bid security (wherever applicable) will be rejected. For details of submission of bid security bidder may refer ITB clause no. 9.0 of the tender.
- 2.5** Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted.
- 2.6** Bids shall be typed or written in indelible ink.
- 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 initialed 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** Bid received with validity of offer less than **120 (One Hundred Twenty) days** from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I**.
- 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) Mobilization Period
- (xvi) Integrity Pact

- 2.11** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Part-VI/Proforma-XV** of the tender document. This Integrity Pact proforma has been duly signed by OIL's competent signatory. The proforma must 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 have been signed by the bidder's authorized signatory who sign the Bid.
- 2.12** Bidder must submit the duly filled **Technical Evaluation checklist** (PROFORMA-XVII), **Commercial Checklist** (PROFORMA-XVIII), **Proformas** and other relevant techno-commercial documents as outlined in the tender document along with unpriced techno-commercial bid. Failure to submit dully filled up any of the above-mentioned documents within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.
- 2.13** Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of its allied concerns/ partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats (**Appendix-I & II**) along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

### **3.0 PRICE EVALUATION CRITERIA:**

- 3.1** Price bids shall be opened in respect of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.
- 3.2** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.
- 3.3** Bidders are required to quote for all the items as per Price Bid Format/BOQ. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.

- 3.4** Bidders are required to quote for all the items in the BOQ/Price Bid/ Financial Document. However, if no charge is involved for any of the work/item, 'NIL' should be mentioned against such part of work. If any item in the Price Bid Format is left blank, then it will be construed that for that item bidder has quoted rate as "0".
- 3.5** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 3.6** The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e. considering the Total quoted price inclusive of all liabilities and GST (CGST & SGST / UTGST or IGST) mentioned in the "OFFER PRICE" field of GeM portal.
- 3.7** Service is not splittable.
- 3.8** For evaluation purposes, quoted unit rates against each Line Item of the price bidding format shall be considered only up to two (2) decimal places without rounding off for evaluation.
- 3.9** If a bidder quotes NIL total charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 3.10** In case of identical overall lowest offered rate by more than 01(one) bidder, the selection will be made in accordance with GeM GTC. However, for the cases where selection cannot be made on the basis of GeM GTC, priority list will be prepared through draw of Lots among the bidders within the same position.
- 3.11** OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 3.12** 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.
- 3.13** Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.

**3.14** In case the GST rating of Contractor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

**4.0 GENERAL:**

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

**4.2** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC-BRC clauses in toto must be received 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.

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

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

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

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

**5.0 PURCHASE PREFERENCE TO MSE BIDDERS:** Purchase Preference to Micro and Small Enterprises is applicable for this tender.

**5.1 Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. **CG-DL-E-16062021-227649 dated 16.06.2021** and No. **CG-DLE-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** (and as amended time to time) issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

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

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

#### **6.0 PURCHASE PREFERENCE POLICY (PPP-MII):**

Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India and as amended time to time with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this Tender. Bidders are advised to check the provisions of the said notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.

#### **7.0 CONCURRENT APPLICATION OF PURCHASE PREFERENCE POLICIES:**

The service is non-splitable i.e., single contract shall be awarded for the entire scope of work under this tender, subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021- PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto. Bidders are advised to refer to the said Order for further detail.

#### **8.0 DOCUMENT AUTHENTICITY UNDERTAKING:**

Bidders should note that the Company (OIL) may verify authenticity of all the documents/certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel / terminate the contract besides taking action as per OIL's Banning Policy, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **PROFORMA-XI**.

#### **9.0 LAND BORDER SHARING:** Bidders should submit an Undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide **Exhibit-I, Exhibit-II** and **Exhibit-III** along with the technical bid.

**10.0 AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as per the Concurrent Application of Public Procurement Policy for MSE order 2012 and PP (Preference to Make in India) Order, 2017, vide Circular No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereof.

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

**\*\*\*\*\* End of PQC \*\*\*\*\***

**SCOPE OF WORK (SOW)****1.0 SCOPE OF WORK:****1.1 Service Line items:**

The summary of the line items for the above-mentioned service is as under:

<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Quantity</b>
10	Backhaul Link Charges	Month	36
20	VoIP Facility Charge	Month	36
30	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 1	Month	36
40	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 2	Month	36
50	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 3	Month	36
60	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 4	Month	36
70	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 5	Month	36
80	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 6	Month	36
90	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 7	Month	36
100	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 8	Month	36
110	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 9	Month	36
120	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 10	Month	36
130	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated))	Month	36

**SOW**

	(confirmed/dedicated)) Charge for Site 11		
140	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 12	Month	36
150	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 13	Month	36
160	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 14	Month	36
170	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 15	Month	36
180	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 16	Month	36
190	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 17	Month	36
200	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 18	Month	36
210	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 19	Month	36
220	4G LTE/5G Link Charge for Site 1	Month	36
230	4G LTE/5G Link Charge for Site 2	Month	36
240	4G LTE/5G Link Charge for Site 3	Month	36
250	4G LTE/5G Link Charge for Site 4	Month	36
260	4G LTE/5G Link Charge for Site 5	Month	36
270	4G LTE/5G Link Charge for Site 6	Month	36
280	4G LTE/5G Link Charge for Site 7	Month	36
290	4G LTE/5G Link Charge for Site 8	Month	36
300	4G LTE/5G Link Charge for Site 9	Month	36
310	4G LTE/5G Link Charge for Site 10	Month	36

**SOW**

320	4G LTE/5G Link Charge for Site 11	Month	36
330	4G LTE/5G Link Charge for Site 12	Month	36
340	4G LTE/5G Link Charge for Site 13	Month	36
350	4G LTE/5G Link Charge for Site 14	Month	36
360	4G LTE/5G Link Charge for Site 15	Month	36
370	4G LTE/5G Link Charge for Site 16	Month	36
380	4G LTE/5G Link Charge for Site 17	Month	36
390	4G LTE/5G Link Charge for Site 18	Month	36
400	4G LTE/5G Link Charge for Site 19	Month	36
410	Rent for VSAT Network Equipment Set for Site 1	Month	36
420	Rent for VSAT Network Equipment Set for Site 2	Month	36
430	Rent for VSAT Network Equipment Set for Site 3	Month	36
440	Rent for VSAT Network Equipment Set for Site 4	Month	36
450	Rent for VSAT Network Equipment Set for Site 5	Month	36
460	Rent for VSAT Network Equipment Set for Site 6	Month	36
470	Rent for VSAT Network Equipment Set for Site 7	Month	36
480	Rent for VSAT Network Equipment Set for Site 8	Month	36
490	Rent for VSAT Network Equipment Set for Site 9	Month	36
500	Rent for VSAT Network Equipment Set for Site 10	Month	36
510	Rent for VSAT Network Equipment Set for Site 11	Month	36
520	Rent for VSAT Network Equipment Set for Site 12	Month	36
530	Rent for VSAT Network Equipment Set for Site 13	Month	36
540	Rent for VSAT Network Equipment Set for Site 14	Month	36
550	Rent for VSAT Network Equipment Set for Site 15	Month	36

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560	Rent for VSAT Network Equipment Set for Site 16	Month	36
570	Rent for VSAT Network Equipment Set for Site 17	Month	36
580	Rent for VSAT Network Equipment Set for Site 18	Month	36
590	Rent for VSAT Network Equipment Set for Site 19	Month	36
600	Shifting (including Transportation) of VSAT Network Equipment Set	Number	100
610	Installation of VSAT Site	Number	100
620	Dismantling of VSAT site	Number	100

**1.2** OIL intends to avail VSAT communication services for initial 13 sites. However, OIL may avail VSAT communication services for additional 6 sites as per requirement.

**1.3** All the sites are onshore sites within India.

**1.4** Rent for VSAT Network Equipment Set refers to the equipment mentioned in **Clause No. 1.9** below.

**1.5** Line item no. 610 [Installation of VSAT Site] shall be used for initial as well as subsequent installation and commissioning of VSATs at sites. Line Items 600 [Shifting (including Transportation) of VSAT Network Equipment Set] and 620 [Dismantling of VSAT site] are associated against subsequent shifting and dismantling of VSAT sites after successful completion of the installation and commissioning of the VSAT connectivity at the sites.

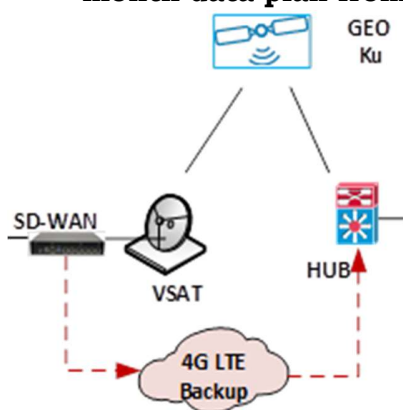
**1.6 Delivery of VSAT Network Equipment Set:**

The **service provider (contractor)** shall deliver all the 13 numbers of VSAT Network Equipment Set which is a part of the initial installation & commissioning on day one (01) of the contract period. The contractor shall deliver the VSAT sets in corresponding locations as following:

<b>Sl No.</b>	<b>Delivery Location</b>	<b>Number of VSAT Network Equipment Sets</b>	<b>Installation &amp; Commissioning Area</b>
i)	OIL's Office at Jodhpur/Jaisalmer, Rajasthan	9	OIL's Remote sites in Rajasthan
ii)	OIL's Office at Duliajan, Assam	4	OIL's Remote sites in North-East India

### 1.7 VSAT Network Technology and Topology:

- i) **Frequency Band:** The VSAT terminals shall be operated on the following bands:
  - a. **HTS Ku/Ku/Ka band** both for NE and Rajasthan and all other onshore sites in India (as and when the requirement arises)
- ii) The service provider's VSAT network shall support TCP/IP protocol.
- iii) **Downlink** (From Satellite to VSAT Terminal): Technology - **DVB -S2/DVB-S2X/better technology**.
- iv) **Uplink** (From VSAT terminal to Satellite): Technology - **DVB RCS2/Equivalent/better technology**.
- v) **4G LTE/5G as Alternate Link and SDWAN:** The service provider shall deploy 4G LTE/5G as alternate link in the remote sites in **active-active mode**. The service provider shall deploy **SDWAN technology** in their network to allow traffic routing and management between the **VSAT link** and **4G LTE/5G link**. The service provider shall deploy **dual SIM SDWAN router** for this link and shall **take coverage from two Telcos** wherever possible. In those VSAT sites where no 4G LTE/5G link is available demonstrably, the VSAT site may be allowed to run on a single VSAT link. The service provider shall provide **minimum 100 GB per month data plan from the telcos**.



- vi) The service provider shall route the traffic from the VSAT terminal through their VSAT Hub towards **Internet** or towards **OIL's network** (connected via the Backhaul link) as per the requirement of OIL.
- vii) The service provider shall facilitate **tunnel (say, IPSEC/DTLS) connectivity** from the VSAT Hub to OIL's infrastructure (say, SASE/SSE platform), in case there is a requirement of OIL.

### 1.8 VoIP Facility:

The service provider shall provide VOIP connectivity at each VSAT site for communication between VSAT site and OIL's offices. The bidder shall provide **one VoIP Handset** registerable to service provider's cloud VoIP exchange or OIL's

## **SOW**

telephone exchange per installed VSAT site. The VoIP solution shall have the following features:

- i)** The VoIP solution shall be cloud based, designed to operate over low bandwidth and high latency Satellite Links.
- ii)** The VoIP solution shall be cloud hosted VOIP platform for configuration, routing, monitoring, and management of end-to-end VOIP calls.
- iii)** The number of registerable users in the cloud hosted VOIP platform shall be not less than 300.
- iv)** The VoIP solution shall have a portal-based CDR reports for multiple user's access.
- v)** The VoIP solution shall be able to provide a dedicated VoIP mobile application-based calling facility. The VoIP mobile app shall be available on IOS and Android.
- vi)** The VoIP solution shall be TLS v2.0 secured & encrypted end to end calls.

### **1.9 VSAT Network Equipment Set:**

The VSAT network equipment set shall consist of all the necessary components of remote site VSAT terminal for it to function fully including but not limited to the following:

#### **1.9.1 Antenna:**

**I. Onshore Fixed VSAT Antenna** along with required **BUC** and **LNB** having the following specifications:

**A. Antenna Size: Minimum 1.8 Metres**

**B. BUC:**

- i)** BUC Type - Linear
- ii)** Power Output - Minimum 4 Watts

**C. LNB:**

- i)** Receive Frequency - 10.95 to 12.75 GHz
- ii)** Output Frequency - 950 to 1950 MHz (Low Band) & 1100 to 2150 MHz (High Band)
- iii)** DC power requirement from IDU

#### **1.9.2 VSAT IDU:**

**I. RF Input /Output: Two female F Connectors 75 ohm**

- II.** RF Input /Output Cables : Separate TX & RX Cables
- III.** RF In Frequency: 950-2300MHz
- IV.** RF Out Frequency: 950-2300MHz
- V.** Data Interface: minimum two numbers of RJ-45 10/100/1000Base-T

**1.9.3 SDWAN Router:**

- I.** Each site shall be equipped with a SDWAN capable router the following feature:
  - A.** WAN: 2 X WAN port 10/100 Mbps, compliance with IEEE 802.3, IEEE 802.3u, 802.3az standards, supports auto MDI/MDIX crossover.
  - B.** LAN: 2 x LAN ports, 10/100 Mbps, compliance with IEEE 802.3, IEEE 802.3u, 802.3az standards, supports auto MDI/MDIX.
  - C.** SIM Module 2 x 4G (LTE)/5G
  - D.** Wireless mode - 802.11b/g/n/a with data transmission rates up to 300 Mbps.

**1.9.4 Cables** like IFL Cable, Cat-6 Cable, Power Cables, etc.

**1.9.5 Mounting Hardware:** Mounting Hardware for the Outdoor Antenna, Router and Modem, etc shall be provided. Also, proper ballast shall be deployed for stability of the mounted antenna.

**1.9.6 UPS:** The bidder shall facilitate minimum 30 minutes of UPS power backup to protect from power failure at each site.

**1.9.7 Surge Protector:** The bidder shall provide and install one surge protector to protect against any voltage surge.

**1.9.8 Spares:** The bidder shall maintain the following minimum spare set each at OIL offices at Jodhpur, Rajasthan and Duliajan, Assam:

- I.** VSAT Modem
- II.** BUC
- III.** LNB
- IV.** Cable and Connectors
- V.** SDWAN Router

**1.9.9 Brand New Equipment Requirement:** The bidder shall provide only brand-new equipment that has never been used, refurbished, or reconditioned. All equipment supplied under this contract must be in its original manufacturer's packaging, with intact seals and all standard accessories.

**1.10 VSAT Site Bandwidth:**

The bidder shall provide a minimum dedicated/committed **uplink bandwidth** (from VSAT site to VSAT Hub) of **1 Mbps per VSAT site** and a minimum dedicated/committed **downlink bandwidth** (from VSAT Hub to VSAT site) of **1 Mbps per VSAT site** on 24x7 basis during the contract. However, the data usage shall be unlimited i.e shall not be capped on time basis.

**1.11 Backhaul Link:**

The bidder shall provide minimum dedicated/committed **30 Mbps** (1:1 i.e Upload- 30 Mbps and Download- 30 Mbps) **MPLS/leased line** from Service Provider's VSAT Hub to **OIL's Rajasthan Field Office at Jodhpur, Rajasthan** as VSAT backhaul link on 24x7 basis during the contract. The bidder shall provide the **terminating router** at the designated location. All necessary permissions for trenching, laying of cable etc. to the said office shall be obtained by the bidder.

**1.12 Facility Management Service:**

- I. NMS tool/portal:** The bidder shall provide a Network Management System (NMS) tool or portal on day one of the contract period. The NMS tool/portal shall provide the following features:
- A.** Total real-time counts of online and offline VSATs (VSAT operational status).
  - B.** Fault diagnosis and display of alarms.
  - C.** Signal Strength:
    - i)** Threshold/Current Signal Strength: Transmit Path (in dB)
    - ii)** Threshold/Current Signal Strength: Receive Path (in dB)
  - D.** VSAT site wise real-time and historical (at least 1 months) chart for hourly Loss, Latency and Jitter (say X axis: time and Y axis Loss, Latency and Jitter).
  - E.** VSAT site wise real-time and historical (at least 1 months) chart for hourly Bandwidth Utilisation (say, X axis: time; Y axis: Rx and Tx packets in Mbps) vis-à-vis the hourly Bandwidth Availability. The chart shall be available for both upload and download.

- F.** Real-time LAN connection status.
  - G.** RF signal strength historical graphs.
  - H.** The NMS tool/portal shall provide the following downloadable reports:
    - i)** VSAT site wise historical report (for at least 6 months) for hourly average Loss, Latency and Jitter.
    - ii)** VSAT site wise historical report (for at least 6 months) for hourly average Bandwidth Utilisation.
- II. Resident Engineer:** The bidder shall station one resident engineer (RE) at OIL's Jodhpur office in Rajasthan. The following would be the broad responsibilities of the stationed RE for all activities pertaining to sites at Rajasthan.
- A.** The RE would be the single point of contact for all VSAT-related operational issues.
  - B.** The RE would arrange for installation / dismantling of VSAT sites as per requirement of OIL.
  - C.** The RE would monitor site wise VSAT link health including backhaul link and provide a report every day.
  - D.** The RE would ensure uptime of all VSAT locations. The RE would arrange to resolve all technical issues hindering VSAT services.
  - E.** The deputed RE shall be interviewed by the designated officials of OIL to assess their knowledge level by way of personal interaction or written paper for ensuring the quality of onsite technical support.
  - F.** Absence of any RE shall be complemented with equal skill resource.
- III.** In addition to the above, the bidder shall provide the following facilities during period of the contract:
- A.** Overall monitoring and management of the project during and after installation
  - B.** Coordination for delivery/ installation of new hardware in stipulated time frame
  - C.** SLA Maintenance and Management

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**D.** Providing the following reports relevant for SLA maintenance:

- i)** Monthly/Quarterly down-time report for each VSAT site (Downtime shall be calculated as per Service Level Agreement)
- ii)** Monthly/Quarterly Installation/Shifting/Dismantling report.
- iii)** Periodical reports on the performance of the equipment

**2.0 LOCATION OF WORK:** Rajasthan and North-Eastern Region of India.

**3.0 MOBILIZATION PERIOD:** 70 (seventy) days from date of issuance of LOA (Letter of Award).

**4.0 DURATION OF CONTRACT:** Three (03) years from the date of commencement of operation i.e. after completion of mobilization.

**\*\*\*\*\*End of SOW\*\*\*\*\***

## PAYMENT TERMS

**The following clauses shall supplement and / or amend the corresponding clauses under GeM GTC. Whenever there is a conflict, the provisions herein shall prevail over those in the GeM GTC:**

### **1.0 PAYMENTS TERMS:**

**1.1** Charges against initially delivered VSAT network equipment set, VoIP Equipment Set and Facility and Backhaul Link shall be paid on quarterly basis, upon completion of the period.

**1.2** Charges against additional of VSAT Network Equipment for field locations will be paid quarterly on pro-rata basis on actuals from the day on which service has been availed by Oil India Limited.

**1.3** Charges against Shifting (including Transportation), installation and dismantling of VSAT sites will be paid on actuals along with the quarterly invoice.

**1.4** The payment schedule against the service items are shown below:

<b>Item No.</b>	<b>Description of Services</b>	<b>Payment Terms</b>
10	Backhaul Link Charges	Quarterly from Day 1
20	VoIP Facility Charge	Quarterly from Day 1
30	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 1	Quarterly from Day 1
40	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 2	Quarterly from Day 1
50	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 3	Quarterly from Day 1
60	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 4	Quarterly from Day 1
70	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 5	Quarterly from Day 1
80	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 6	Quarterly from Day 1
90	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 7	Quarterly from Day 1
100	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 8	Quarterly from Day 1

110	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 9	Quarterly from Day 1
120	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 10	Quarterly from Day 1
130	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 11	Quarterly from Day 1
140	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 12	Quarterly from Day 1
150	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 13	Quarterly from Day 1
160	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 14	Quarterly from the date of availing the service
170	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 15	Quarterly from the date of availing the service
180	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 16	Quarterly from the date of availing the service
190	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 17	Quarterly from the date of availing the service
200	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 18	Quarterly from the date of availing the service
210	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 19	Quarterly from the date of availing the service
220	4G LTE/5G Link Charge for Site 1	Quarterly from the date of availing the service
230	4G LTE/5G Link Charge for Site 2	Quarterly from the date of availing the service
240	4G LTE/5G Link Charge for Site 3	Quarterly from the date of availing the service
250	4G LTE/5G Link Charge for Site 4	Quarterly from the date of availing the service
260	4G LTE/5G Link Charge for Site 5	Quarterly from the date of availing the service
270	4G LTE/5G Link Charge for Site 6	Quarterly from the date of availing the

		service
280	4G LTE/5G Link Charge for Site 7	Quarterly from the date of availing the service
290	4G LTE/5G Link Charge for Site 8	Quarterly from the date of availing the service
300	4G LTE/5G Link Charge for Site 9	Quarterly from the date of availing the service
310	4G LTE/5G Link Charge for Site 10	Quarterly from the date of availing the service
320	4G LTE/5G Link Charge for Site 11	Quarterly from the date of availing the service
330	4G LTE/5G Link Charge for Site 12	Quarterly from the date of availing the service
340	4G LTE/5G Link Charge for Site 13	Quarterly from the date of availing the service
350	4G LTE/5G Link Charge for Site 14	Quarterly from the date of availing the service
360	4G LTE/5G Link Charge for Site 15	Quarterly from the date of availing the service
370	4G LTE/5G Link Charge for Site 16	Quarterly from the date of availing the service
380	4G LTE/5G Link Charge for Site 17	Quarterly from the date of availing the service
390	4G LTE/5G Link Charge for Site 18	Quarterly from the date of availing the service
400	4G LTE/5G Link Charge for Site 19	Quarterly from the date of availing the service
410	Rent for VSAT Network Equipment Set for Site 1	Quarterly from Day 1
420	Rent for VSAT Network Equipment Set for Site 2	Quarterly from Day 1
430	Rent for VSAT Network Equipment Set for Site 3	Quarterly from Day 1
440	Rent for VSAT Network Equipment Set for Site 4	Quarterly from Day 1
450	Rent for VSAT Network Equipment Set for Site 5	Quarterly from Day 1
460	Rent for VSAT Network Equipment Set for Site 6	Quarterly from Day 1
470	Rent for VSAT Network Equipment Set for Site 7	Quarterly from Day 1
480	Rent for VSAT Network Equipment Set for Site 8	Quarterly from Day 1
490	Rent for VSAT Network Equipment Set for Site 9	Quarterly from Day 1
500	Rent for VSAT Network Equipment Set for Site 10	Quarterly from Day 1
510	Rent for VSAT Network Equipment Set for Site 11	Quarterly from Day 1
520	Rent for VSAT Network Equipment Set for Site 12	Quarterly from Day 1
530	Rent for VSAT Network Equipment Set for Site 13	Quarterly from Day 1

540	Rent for VSAT Network Equipment Set for Site 14	Quarterly from the date of availing the service
550	Rent for VSAT Network Equipment Set for Site 15	Quarterly from the date of availing the service
560	Rent for VSAT Network Equipment Set for Site 16	Quarterly from the date of availing the service
570	Rent for VSAT Network Equipment Set for Site 17	Quarterly from the date of availing the service
580	Rent for VSAT Network Equipment Set for Site 18	Quarterly from the date of availing the service
590	Rent for VSAT Network Equipment Set for Site 19	Quarterly from the date of availing the service
600	Shifting (including Transportation) of VSAT Network Equipment Set	On actuals as per quoted rate
610	Installation of VSAT Site	On actuals as per quoted rate
620	Dismantling of VSAT site	On actuals as per quoted rate

**Note:**

(i) Line item no. 610 [Installation of VSAT Site] shall be used for initial as well as subsequent installation and commissioning of VSATs at sites.

(ii) Line Items 600 [Shifting (including Transportation) of VSAT Network Equipment Set] and 620 [Dismantling of VSAT site] are associated against subsequent shifting and dismantling of VSAT sites after successful completion of the installation and commissioning of the VSAT connectivity at the sites.

**1.5** All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link <https://vim.oilindia.in/velocious-portal-app/>

All Invoices are to be addressed to,

HoD-IT Dept.,  
Oil India Limited,  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

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**SPECIAL TERMS & CONDITIONS (STC)****SECTION-II: SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

**1.0 INTRODUCTION:**

Oil India Limited (OIL), a Maharatna PSU & Integrated Energy Company, intends to avail service for very small aperture terminal (VSAT) Network Connectivity at various field locations of OIL on rental basis.

**2.0 SCOPE OF WORK:****2.1 Service Line items:**

The summary of the line items for the above-mentioned service is as under:

<b>Item No.</b>	<b>Description of Services</b>	<b>UOM</b>	<b>Quantity</b>
10	Backhaul Link Charges	Month	36
20	VoIP Facility Charge	Month	36
30	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 1	Month	36
40	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 2	Month	36
50	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 3	Month	36
60	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 4	Month	36
70	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 5	Month	36
80	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 6	Month	36
90	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 7	Month	36
100	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 8	Month	36
110	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download	Month	36

	(confirmed/dedicated)) Charge for Site 9		
120	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 10	Month	36
130	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 11	Month	36
140	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 12	Month	36
150	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 13	Month	36
160	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 14	Month	36
170	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 15	Month	36
180	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 16	Month	36
190	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 17	Month	36
200	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 18	Month	36
210	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 19	Month	36
220	4G LTE/5G Link Charge for Site 1	Month	36
230	4G LTE/5G Link Charge for Site 2	Month	36
240	4G LTE/5G Link Charge for Site 3	Month	36
250	4G LTE/5G Link Charge for Site 4	Month	36
260	4G LTE/5G Link Charge for Site 5	Month	36
270	4G LTE/5G Link Charge for Site 6	Month	36
280	4G LTE/5G Link Charge for Site 7	Month	36
290	4G LTE/5G Link Charge for Site 8	Month	36
300	4G LTE/5G Link Charge for Site 9	Month	36

310	4G LTE/5G Link Charge for Site 10	Month	36
320	4G LTE/5G Link Charge for Site 11	Month	36
330	4G LTE/5G Link Charge for Site 12	Month	36
340	4G LTE/5G Link Charge for Site 13	Month	36
350	4G LTE/5G Link Charge for Site 14	Month	36
360	4G LTE/5G Link Charge for Site 15	Month	36
370	4G LTE/5G Link Charge for Site 16	Month	36
380	4G LTE/5G Link Charge for Site 17	Month	36
390	4G LTE/5G Link Charge for Site 18	Month	36
400	4G LTE/5G Link Charge for Site 19	Month	36
410	Rent for VSAT Network Equipment Set for Site 1	Month	36
420	Rent for VSAT Network Equipment Set for Site 2	Month	36
430	Rent for VSAT Network Equipment Set for Site 3	Month	36
440	Rent for VSAT Network Equipment Set for Site 4	Month	36
450	Rent for VSAT Network Equipment Set for Site 5	Month	36
460	Rent for VSAT Network Equipment Set for Site 6	Month	36
470	Rent for VSAT Network Equipment Set for Site 7	Month	36
480	Rent for VSAT Network Equipment Set for Site 8	Month	36
490	Rent for VSAT Network Equipment Set for Site 9	Month	36
500	Rent for VSAT Network Equipment Set for Site 10	Month	36
510	Rent for VSAT Network Equipment Set for Site 11	Month	36
520	Rent for VSAT Network Equipment Set for Site 12	Month	36
530	Rent for VSAT Network Equipment Set for Site 13	Month	36
540	Rent for VSAT Network Equipment Set for Site 14	Month	36
550	Rent for VSAT Network Equipment Set for Site 15	Month	36
560	Rent for VSAT Network Equipment Set for Site 16	Month	36

570	Rent for VSAT Network Equipment Set for Site 17	Month	36
580	Rent for VSAT Network Equipment Set for Site 18	Month	36
590	Rent for VSAT Network Equipment Set for Site 19	Month	36
600	Shifting (including Transportation) of VSAT Network Equipment Set	Number	100
610	Installation of VSAT Site	Number	100
620	Dismantling of VSAT site	Number	100

**2.2** OIL intends to avail VSAT communication services for initial 13 sites. However, OIL may avail VSAT communication services for additional 6 sites as per requirement.

**2.3** All the sites are onshore sites within India.

**2.4** Rent for VSAT Network Equipment Set refers to the equipment mentioned in **Clause No. 2.9** below.

**2.5** Line item no. 610 [Installation of VSAT Site] shall be used for initial as well as subsequent installation and commissioning of VSATs at sites. Line Items 600 [Shifting (including Transportation) of VSAT Network Equipment Set] and 620 [Dismantling of VSAT site] are associated against subsequent shifting and dismantling of VSAT sites after successful completion of the installation and commissioning of the VSAT connectivity at the sites.

**2.6 Delivery of VSAT Network Equipment Set:**

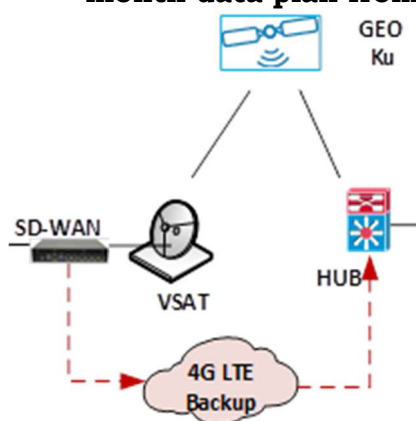
The **service provider (contractor)** shall deliver all the 13 numbers of VSAT Network Equipment Set which is a part of the initial installation & commissioning on day one (01) of the contract period. The contractor shall deliver the VSAT sets in corresponding locations as following:

Sl No.	Delivery Location	Number of VSAT Network Equipment Sets	Installation & Commissioning Area
i)	OIL's Office at Jodhpur/Jaisalmer, Rajasthan	9	OIL's Remote sites in Rajasthan
ii)	OIL's Office at Duliajan, Assam	4	OIL's Remote sites in North-East India

**2.7 VSAT Network Technology and Topology:**

**i) Frequency Band:** The VSAT terminals shall be operated on the following bands:

- a. **HTS Ku/Ku/Ka band** both for NE and Rajasthan and all other onshore sites in India (as and when the requirement arises)
- ii) The service provider's VSAT network shall support TCP/IP protocol.
- iii) **Downlink** (From Satellite to VSAT Terminal): Technology - **DVB -S2/DVB-S2X**/better technology.
- iv) **Uplink** (From VSAT terminal to Satellite): Technology - **DVB RCS2**/Equivalent/better technology.
- v) **4G LTE/5G as Alternate Link and SDWAN:** The service provider shall deploy 4G LTE/5G as alternate link in the remote sites in **active-active mode**. The service provider shall deploy **SDWAN technology** in their network to allow traffic routing and management between the **VSAT link** and **4G LTE/5G link**. The service provider shall deploy **dual SIM SDWAN router** for this link and shall **take coverage from two Telcos** wherever possible. In those VSAT sites where no 4G LTE/5G link is available demonstrably, the VSAT site may be allowed to run on a single VSAT link. The service provider shall provide **minimum 100 GB per month data plan from the telcos**.



- vi) The service provider shall route the traffic from the VSAT terminal through their VSAT Hub towards **Internet** or towards **OIL's network** (connected via the Backhaul link) as per the requirement of OIL.
- vii) The service provider shall facilitate **tunnel (say, IPSEC/DTLS) connectivity** from the VSAT Hub to OIL's infrastructure (say, SASE/SSE platform), in case there is a requirement of OIL.

## 2.8 VoIP Facility:

The service provider shall provide VOIP connectivity at each VSAT site for communication between VSAT site and OIL's offices. The bidder shall provide **one VoIP Handset** registerable to service provider's cloud VoIP exchange or OIL's telephone exchange per installed VSAT site. The VoIP solution shall have the following features:

- i) The VoIP solution shall be cloud based, designed to operate over low bandwidth and high latency Satellite Links.
- ii) The VoIP solution shall be cloud hosted VOIP platform for configuration, routing, monitoring, and management of end-to-end VOIP calls.

- iii) The number of registerable users in the cloud hosted VOIP platform shall be not less than 300.
- iv) The VoIP solution shall have a portal-based CDR reports for multiple user's access.
- v) The VoIP solution shall be able to provide a dedicated VoIP mobile application-based calling facility. The VoIP mobile app shall be available on IOS and Android.
- vi) The VoIP solution shall be TLS v2.0 secured & encrypted end to end calls.

## 2.9 VSAT Network Equipment Set:

The VSAT network equipment set shall consist of all the necessary components of remote site VSAT terminal for it to function fully including but not limited to the following:

### 2.9.1 Antenna:

**I. Onshore Fixed VSAT Antenna** along with required **BUC** and **LNB** having the following specifications:

**A. Antenna Size:** Minimum **1.8 Metres**

**B. BUC:**

- i) BUC Type - Linear
- ii) Power Output - Minimum 4 Watts

**C. LNB:**

- i) Receive Frequency - 10.95 to 12.75 GHz
- ii) Output Frequency - 950 to 1950 MHz (Low Band) & 1100 to 2150 MHz (High Band)
- iii) DC power requirement from ID

### 2.9.2 VSAT IDU:

- I.** RF Input /Output: Two female F Connectors 75 ohm
- II.** RF Input /Output Cables : Separate TX & RX Cables
- III.** RF In Frequency: 950-2300MHz
- IV.** RF Out Frequency: 950-2300MHz
- V.** Data Interface: minimum two numbers of RJ-45 10/100/1000Base-T

### 2.9.3 SDWAN Router:

- I.** Each site shall be equipped with a SDWAN capable router the following feature:

- A. WAN: 2 X WAN port 10/100 Mbps, compliance with IEEE 802.3, IEEE 802.3u, 802.3az standards, supports auto MDI/MDIX crossover.
- B. LAN: 2 x LAN ports, 10/100 Mbps, compliance with IEEE 802.3, IEEE 802.3u, 802.3az standards, supports auto MDI/MDIX.
- C. SIM Module 2 x 4G (LTE)/5G
- D. Wireless mode - 802.11b/g/n/a with data transmission rates up to 300 Mbps.

**2.9.4 Cables** like IFL Cable, Cat-6 Cable, Power Cables, etc.

**2.9.5 Mounting Hardware:** Mounting Hardware for the Outdoor Antenna, Router and Modem, etc shall be provided. Also, proper ballast shall be deployed for stability of the mounted antenna.

**2.9.6 UPS:** The bidder shall facilitate minimum 30 minutes of UPS power backup to protect from power failure at each site.

**2.9.7 Surge Protector:** The bidder shall provide and install one surge protector to protect against any voltage surge.

**2.9.8 Spares:** The bidder shall provide the following unit spare at each site:

- I. VSAT Modem
- II. BUC
- III. LNB
- IV. Cable and Connectors
- V. SDWAN Router

**2.9.9 Brand New Equipment Requirement:** The bidder shall provide only brand-new equipment that has never been used, refurbished, or reconditioned. All equipment supplied under this contract must be in its original manufacturer's packaging, with intact seals and all standard accessories.

## **2.10 VSAT Site Bandwidth:**

The bidder shall provide a minimum dedicated/committed **uplink bandwidth** (from VSAT site to VSAT Hub) of **1 Mbps per VSAT site** and a minimum dedicated/committed **downlink bandwidth** (from VSAT Hub to VSAT site) of **1 Mbps per VSAT site** on 24x7 basis during the contract. However, the data usage shall be unlimited i.e shall not be capped on time basis.

## **2.11 Backhaul Link:**

The bidder shall provide minimum dedicated/committed **30 Mbps** (1:1 i.e Upload- 30 Mbps and Download- 30 Mbps) **MPLS/leased line** from Service Provider's VSAT Hub to **OIL's Rajasthan Field Office at Jodhpur, Rajasthan** as VSAT backhaul link on 24x7 basis during the contract. The bidder shall provide the

**terminating router** at the designated location. All necessary permissions for trenching, laying of cable etc. to the said office shall be obtained by the bidder.

## 2.12 Facility Management Service:

- I. **NMS tool/portal:** The bidder shall provide a Network Management System (NMS) tool or portal on day one of the contract period. The NMS tool/portal shall provide the following features:
  - A. Total real-time counts of online and offline VSATs (VSAT operational status).
  - B. Fault diagnosis and display of alarms.
  - C. Signal Strength:
    - i) Threshold/Current Signal Strength: Transmit Path (in dB)
    - ii) Threshold/Current Signal Strength: Receive Path (in dB)
  - D. VSAT site wise real-time and historical (at least 1 months) chart for hourly Loss, Latency and Jitter (say X axis: time and Y axis Loss, Latency and Jitter).
  - E. VSAT site wise real-time and historical (at least 1 months) chart for hourly Bandwidth Utilisation (say, X axis: time; Y axis: Rx and Tx packets in Mbps) vis-à-vis the hourly Bandwidth Availability. The chart shall be available for both upload and download.
  - F. Real-time LAN connection status.
  - G. RF signal strength historical graphs.
  - H. The NMS tool/portal shall provide the following downloadable reports:
    - i) VSAT site wise historical report (for at least 6 months) for hourly average Loss, Latency and Jitter
    - ii) VSAT site wise historical report (for at least 6 months) for hourly average Bandwidth Utilisation
- II. **Resident Engineer:** The bidder shall station one resident engineer (RE) at OIL's Jodhpur office in Rajasthan. The following would be the broad responsibilities of the stationed RE for all activities pertaining to sites at Rajasthan.
  - A. The RE would be the single point of contact for all VSAT-related operational issues.
  - B. The RE would arrange for installation / dismantling of VSAT sites as per requirement of OIL.

- C.** The RE would monitor site wise VSAT link health including backhaul link and provide a report every day.
  - D.** The RE would ensure uptime of all VSAT locations. The RE would arrange to resolve all technical issues hindering VSAT services.
  - E.** The deputed RE shall be interviewed by the designated officials of OIL to assess their knowledge level by way of personal interaction or written paper for ensuring the quality of onsite technical support.
  - F.** Absence of any RE shall be complemented with equal skill resource.
- III.** In addition to the above, the bidder shall provide the following facilities during period of the contract:
- A.** Overall monitoring and management of the project during and after installation
  - B.** Coordination for delivery/ installation of new hardware in stipulated time frame
  - C.** SLA Maintenance and Management
  - D.** Providing the following reports relevant for SLA maintenance:
    - i)** Monthly/Quarterly down-time report for each VSAT site (Downtime shall be calculated as per Service Level Agreement)
    - ii)** Monthly/Quarterly Installation/Shifting/Dismantling report.
    - iii)** Periodical reports on the performance of the equipment

### **3.0 INSTALLATION AND COMMISSIONING:**

- 3.1** Installation and commissioning shall be completed only upon successful completion of the following activities:
- i)** Submission of installation plan.
  - ii)** Delivery of items at locations.
  - iii)** Physical Shifting (including transportation) and Installation (wherever required).
  - iv)** Successful testing of VSAT links/equipment.
  - v)** Successful testing of 4G LTE/5G link if there is any Telco Network Coverage. In the sites where the 4G LTE/5G Telco coverage is not available, successful testing would not be necessary until the time when the 4G LTE/5G Telco coverage becomes available.
  - vi)** Successful testing of SDWAN routing and traffic management between VSAT link and 4G LTE/5G link.
  - vii)** Successful testing of VoIP facility.
  - viii)** Delivery of Backhaul link at the required location.
  - ix)** Delivery of the NMS tool/portal as desired.

- 3.2** Bidder's personnel must be present onsite during installation & commissioning.
- 3.3** Service period of the contract will start from the date of successful installation and commissioning of all the initial 13 sites. In case any of the 13 locations is not ready for installation, the bidder shall test and demonstrate connectivity to OIL's network through the delivered site equipment at OIL's respective offices.
- 3.4** OIL shall formally communicate with the service provider regarding the contract start date upon successful completion of installation and commissioning of VSAT sites.

**4.0 MOBILIZATION:**

- 4.1 Mobilization Period: 70 (seventy) days** from date of issuance of LOA (Letter of Award).
- 4.2** The contractor shall complete the following activities within the mobilization period:
- i) All the activities/jobs (as mentioned under Clause No. 3.1 above) required for successful completion of installation and commissioning of the 13 initial VSAT sites.
  - ii) To provide the escalation matrix including 24 X 7 help desk phone number and email address.

**5.0 LIQUIDATED DAMAGES DUE TO DELAY IN MOBILIZATION:**

In the event of the Contractor's default in timely mobilization within the stipulated period as mentioned in Clause 4.1 above, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

**6.0 DISMANTLING, SHIFTING AND RE-INSTALLATION:**

After the initial installation and commissioning, the Bidder shall dismantle, shift (transport), and install/re-install the VSAT sites as per requirement of OIL. The said activity shall be completed within **Ten (10) days** from the date of intimation by OIL. The bidder shall arrange for all kind of expenditure pertaining to installation and dismantling of sites along with all expenses related to the activity including but not limited to transportation, manpower, permit, etc.

**7.0 INSTALLATION OF ADDITIONAL VSAT SITE:**

OIL may avail additional VSAT sites (**Up to a maximum of additional 6 Nos.**) over and above the 13 initial VSAT sites. The additional service shall be provided within **Forty-five (45) days.** from the date of intimation by OIL. This optional VSAT sites may be required at any onshore location in India

**8.0 MAINTENANCE AND REPAIR:**

- 8.1** The bidder shall be responsible for maintenance and repair of the entire setup provided by the bidder.
- 8.2** It is the bidder's responsibility to repair / replace all equipment, spares, UPS batteries, or component to ensure desired uptime of the VSAT network as per scope of the contract at no additional cost to OIL.
- 8.3** No cannibalization shall be allowed while providing the replacement of items.
- 8.4** For access to OIL's installations for maintenance of the link, the bidder shall inform and obtain necessary permissions from OIL's IT Department in advance.

**9.0 SECURITY AND INTEGRITY OF THE DATA TRAFFIC:**

The bidder shall ensure the security and integrity of the data traffic passing through the VSAT Hub.

**10.0 CONTACT AND ESCALATION MATRIX:**

The bidder shall provide an authoritative single point of contact for communicating issues related to the service. The bidder shall also provide the escalation matrix including 24 X 7 help desk phone number and email address. These shall be provided before the commencement of the contract within the mobilization period.

**11.0 PAYMENT TERMS**

- 11.1** Charges against initially delivered VSAT network equipment set, VoIP Equipment Set and Facility and Backhaul Link shall be paid on quarterly basis, upon completion of the period.
- 11.2** Charges against additional of VSAT Network Equipment for field locations will be paid quarterly on pro-rata basis on actuals from the day on which service has been availed by Oil India Limited.
- 11.3** Charges against Shifting (including Transportation), installation and dismantling of VSAT sites will be paid on actuals along with the quarterly invoice.
- 11.4** The payment schedule against the service items are shown below:

<b>Item No.</b>	<b>Description of Services</b>	<b>Payment Terms</b>
10	Backhaul Link Charges	Quarterly from Day 1
20	VoIP Facility Charge	Quarterly from Day 1
30	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 1	Quarterly from Day 1

40	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 2	Quarterly from Day 1
50	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 3	Quarterly from Day 1
60	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 4	Quarterly from Day 1
70	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 5	Quarterly from Day 1
80	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 6	Quarterly from Day 1
90	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 7	Quarterly from Day 1
100	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 8	Quarterly from Day 1
110	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 9	Quarterly from Day 1
120	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 10	Quarterly from Day 1
130	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 11	Quarterly from Day 1
140	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 12	Quarterly from Day 1
150	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 13	Quarterly from Day 1
160	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 14	Quarterly from the date of availing the service
170	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 15	Quarterly from the date of availing the service
180	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 16	Quarterly from the date of availing the service
190	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 17	Quarterly from the date of availing the service

200	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 18	Quarterly from the date of availing the service
210	VSAT Bandwidth (1 Mbps upload (confirmed/dedicated) and 1 Mbps download (confirmed/dedicated)) Charge for Site 19	Quarterly from the date of availing the service
220	4G LTE/5G Link Charge for Site 1	Quarterly from the date of availing the service
230	4G LTE/5G Link Charge for Site 2	Quarterly from the date of availing the service
240	4G LTE/5G Link Charge for Site 3	Quarterly from the date of availing the service
250	4G LTE/5G Link Charge for Site 4	Quarterly from the date of availing the service
260	4G LTE/5G Link Charge for Site 5	Quarterly from the date of availing the service
270	4G LTE/5G Link Charge for Site 6	Quarterly from the date of availing the service
280	4G LTE/5G Link Charge for Site 7	Quarterly from the date of availing the service
290	4G LTE/5G Link Charge for Site 8	Quarterly from the date of availing the service
300	4G LTE/5G Link Charge for Site 9	Quarterly from the date of availing the service
310	4G LTE/5G Link Charge for Site 10	Quarterly from the date of availing the service
320	4G LTE/5G Link Charge for Site 11	Quarterly from the date of availing the service
330	4G LTE/5G Link Charge for Site 12	Quarterly from the date of availing the service
340	4G LTE/5G Link Charge for Site 13	Quarterly from the date of availing the service
350	4G LTE/5G Link Charge for Site 14	Quarterly from the date of availing the service
360	4G LTE/5G Link Charge for Site 15	Quarterly from the date of availing the service
370	4G LTE/5G Link Charge for Site 16	Quarterly from the date of availing the service
380	4G LTE/5G Link Charge for Site 17	Quarterly from the date of availing the

		service
390	4G LTE/5G Link Charge for Site 18	Quarterly from the date of availing the service
400	4G LTE/5G Link Charge for Site 19	Quarterly from the date of availing the service
410	Rent for VSAT Network Equipment Set for Site 1	Quarterly from Day 1
420	Rent for VSAT Network Equipment Set for Site 2	Quarterly from Day 1
430	Rent for VSAT Network Equipment Set for Site 3	Quarterly from Day 1
440	Rent for VSAT Network Equipment Set for Site 4	Quarterly from Day 1
450	Rent for VSAT Network Equipment Set for Site 5	Quarterly from Day 1
460	Rent for VSAT Network Equipment Set for Site 6	Quarterly from Day 1
470	Rent for VSAT Network Equipment Set for Site 7	Quarterly from Day 1
480	Rent for VSAT Network Equipment Set for Site 8	Quarterly from Day 1
490	Rent for VSAT Network Equipment Set for Site 9	Quarterly from Day 1
500	Rent for VSAT Network Equipment Set for Site 10	Quarterly from Day 1
510	Rent for VSAT Network Equipment Set for Site 11	Quarterly from Day 1
520	Rent for VSAT Network Equipment Set for Site 12	Quarterly from Day 1
530	Rent for VSAT Network Equipment Set for Site 13	Quarterly from Day 1
540	Rent for VSAT Network Equipment Set for Site 14	Quarterly from the date of availing the service
550	Rent for VSAT Network Equipment Set for Site 15	Quarterly from the date of availing the service
560	Rent for VSAT Network Equipment Set for Site 16	Quarterly from the date of availing the service
570	Rent for VSAT Network Equipment Set for Site 17	Quarterly from the date of availing the service
580	Rent for VSAT Network Equipment Set for Site 18	Quarterly from the date of availing the service
590	Rent for VSAT Network Equipment Set for Site 19	Quarterly from the date of availing the service
600	Shifting (including Transportation) of VSAT Network Equipment Set.	On actuals as per quoted rate
610	Installation of VSAT Site	On actuals as per quoted rate
620	Dismantling of VSAT site	On actuals as per quoted rate

**Note:**

(i) Line item no. 610 [Installation of VSAT Site] shall be used for initial as well as subsequent installation and commissioning of VSATs at sites.

(ii) Line Items 600 [Shifting (including Transportation) of VSAT Network Equipment Set] and 620 [Dismantling of VSAT site] are associated against subsequent shifting and dismantling of VSAT sites after successful completion of the installation and commissioning of the VSAT connectivity at the sites.

- 11.5** All Invoices are to be uploaded through Vendor Invoice Management portal only via the following link <https://vim.oilindia.in/velocious-portal-app/>

All Invoices are to be addressed to,

HoD-IT Dept.,  
Oil India Limited,  
P.O. Duliajan-786602  
Dist. Dibrugarh, Assam.

## **12.0 PENALTY AND DEDUCTION TERMS:**

- 12.1** Deductions shall be levied on the following line items for the downtime as classified in Clause 12.2 below:

- i) VSAT Bandwidth Charge for Site 1 to 19 as applicable.
- ii) Rent for VSAT Network Equipment Set for Site 1 to 19 as applicable.
- iii) VoIP Facility Charges
- iv) Backhaul Link Charges

## **12.2 Downtime classification:**

Sl No.	Service outage	Downtime
i)	between 0- 24 Hrs	0 Day
ii)	between 24- 36 Hrs	0.5 Day
iii)	between 36-48 Hrs	1.0 Day
iv)	between 48-60 Hrs	1.5 Days
v)	between 60-72 Hrs	2.0 Days
	And so on	

### **Note:**

- A. The **first 24 hours** of service outage shall bear **no penalty/deduction** for the purpose of transportation of engineer/spares/etc to the remote site.
- B. The service outage for various service items are defined below:
  - i) For the line items “**VSAT Bandwidth Charge for Site 1 to 19 as applicable**” AND “**Rent for VSAT Network Equipment Set for Site 1 to 19 as applicable**”, the service outage mentioned above shall be deemed to be in force when any of the following conditions are met:
    - a) Hourly packet loss of more than 1% between a remote VSAT site and VSAT Hub.
    - b) Hourly average Jitter >50 ms between a remote VSAT site and VSAT Hub.
    - c) Hourly average Latency >1000 ms between a remote VSAT site and VSAT Hub.
  - ii) For the line item “**VoIP Facility Charges**”, the service outage mentioned above implies the outage of VoIP Facility.

- iii) For the line items “**Backhaul Link Charges**”, the service outage mentioned above shall be deemed to be in force when any of the following conditions are met:
- a) Hourly packet loss of more than 1% between VSAT Hub and OIL’s network.
  - b) Hourly average Jitter >50 ms between VSAT Hub and OIL’s network.
  - c) Hourly average Latency >1000 ms between VSAT Hub and OIL’s network.
- iv) The service outage shall be verified and corroborated from the NMS tool/portal reports and other relevant verifiable documents/reports and communications.

### 12.3 Deductions:

- i) The deduction for the downtime (as mentioned in Clause No. 12.2 above) shall be **on pro-rata basis**. For example, if the cumulative downtime for a particular quarter is say 3 days as calculated above, then a pro-rata deduction amount for 3 days shall be levied on the quarterly payment.
- ii) In case the bidder is not able to install the additional VSAT sites within 45 days from the date of intimation from OIL, a flat penalty amount of **Rs. 2000/- per day** would be deducted from the quarterly bill.

**12.4** Penalty or deduction shall not be levied in case the downtime conditions are attributable to OIL or any force majeure conditions.

**12.5** However, the total penalty and deductions in a quarter arising out of the above would not exceed 15% of quarterly bill.

**13.0 DURATION OF CONTRACT:** The duration of the contract shall be **Three (03) years** from the commencement of operation i.e. after completion of mobilization.

**14.0 AREA OF OPERATION:** Rajasthan and North-Eastern Region of India.

**15.0 PERFORMANCE SECURITY:** 3% of total contract value. The performance security shall be valid for 3 months beyond the contract period.

**16.0 SUB-CONTRACTING:** Sub-contracting of Petty Support Services against this contract is not applicable.

**17.0 INTEGRITY PACT:** Applicable for this service.

**18.0 FORCE MAJEURE:** In the event of Force Majeure, no ‘force majeure’ rate shall apply.

**19.0 HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:** Contractor shall take all necessary measures to protect the personnel, work and facilities and shall observe all safety rules and instructions. Contractor shall abide by the HSE (Health, Safety & Environmental) POINTS, as listed below:

- (i)** It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. . Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
- (ii)** Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
- (iii)** The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- (iv)** The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- (v)** Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.
- (vi)** Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- (vii)** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- (viii)** 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.

- (ix)** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- (x)** The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- (xi)** 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.
- (xii)** If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- (xiii)** The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- (xiv)** To arrange daily tool box meeting and regular site safety meetings and maintain records.
- (xv)** Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- (xvi)** 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.
- (xvii)** A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- (xviii)** Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- (xix)** In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- (xx)** 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.
- (xxi)** The contractor should prevent the frequent change of his contractual employees as far as practicable.

- (xxii) The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- (xxiii) For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

## 20.0 GOODS AND SERVICES TAX:

- (i) In view of **GST Implementation from 1st July 2017**, all taxes and duties including Excise Duty, CST/VAT, Service tax, Entry Tax and other indirect taxes and duties have been submerged in **GST**. Accordingly, reference of Excise Duty, Service Tax, VAT, Sales Tax, Entry Tax or any other form of indirect tax except of **GST** mentioned in the bidding document shall be ignored. Bidders are required to submit copy of the GST Registration

Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.

- (ii) "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.
- (iii) Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e., IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Contractor of Goods/Services (Service Provider) only. Contractor of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Contractor of Goods/Services (Service Provider) with requisite details.
- (iv) Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.
- (v) **Where the OIL is entitled to avail the input tax credit of GST:** OIL will reimburse the GST to the Contractor of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by contractor with requisite details. The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

- (vi) Where the OIL is not entitled to avail/take the full input tax credit of GST:** OIL will reimburse GST to the Contractor of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis. The bids will be evaluated based on total price including GST.
- (vii)** Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.
- (viii)** Contractor/Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL. In the event that the contractor / Contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules there under, OIL shall not be liable to make any payment on account of GST against such invoice.
- (ix)** GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.
- (x)** GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/Contractor but will be directly deposited to the government by OIL.
- (xi)** Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Contractor.
- (xii)** Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor / Contractor, OIL shall be entitled to recover such amount from the Contractor / Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- (xiii)** TDS under GST, if applicable, shall be deducted from contractors/Contractor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/Contractor.
- (xiv)** The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.

- (xv)** It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.
- (xvi)** In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.
- (xvii)** Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.
- (xviii)** Further, it is the responsibility of the bidders to make all possible efforts to make their accounting/IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- (xix)** GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- (xx)** In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Contractor of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.
- (xxi)** Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.
- (xxii)** Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.
- (xxiii)** Claim for payment of GST/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- (xxiv)** The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- (xxv)** The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

**(xxvi)** In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

**(xxvii)** OIL will prefer to deal with registered contractor of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

**(xxviii)** Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e., the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

**(xxix) DOCUMENTATION REQUIREMENT FOR GST:** The Contractor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to OIL, and pass on the benefits, if any, after availing input tax credit. Any invoice issued shall contain the following particulars:

- a) Name, address and GSTIN of the contractor.
- b) Serial number of the invoice.
- c) Date of issue;
- d) Name, address and GSTIN or UIN, if registered of the recipient;

<b>OIL'S GSTIN DETAILS</b>	
<b>GSTIN</b>	18AAACO2352C1ZW
<b>Legal Name</b>	OIL INDIA LTD
<b>Trade Name, if any</b>	OIL INDIA LIMITED

- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- f) HSN code of goods or Accounting Code of services[SAC].
- g) Description of goods or services.
- h) Quantity in case of goods and unit or Unique Quantity Code thereof.
- i) Total value of supply of goods or services or both.
- j) Taxable value of supply of goods or services or both taking into discount or abatement if any.
- k) Rate of tax (IGST,CGST, SGST/ UTGST, cess);
- l) Amount of tax charged in respect of taxable goods or services (IGST,CGST, SGST/UTGST, cess).
- m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce.

- n) Address of the delivery where the same is different from the place of supply and
- o) Signature or digital signature of the contractor or his authorised representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

- a) The original copy being marked as ORIGINAL FOR RECIPIENT.
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER
- c) The triplicate copy being marked as TRIPLICATE FOR CONTRACTOR.

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

**(xxx) ANTI-PROFITEERING CLAUSE:** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Contractor of Goods / Services may note the above and quote their prices accordingly.

**(xxxi)** In case the GST rating of Contractor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

## **21.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TREDS) PLATFORM:**

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform with M/s RXIL and M/s A TREDS Ltd. (Invoice Mart). MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting / electronic factoring services on TReDS platform and following the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

**21.1** MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

**21.2** MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

**21.3** OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**Note:**

- (i)** Buyer means OIL, who has placed Purchase Order / Contract on a MSE Vendor (Seller).
- (ii)** Seller means a MSE vendor, who has been awarded Purchase Order / Contract by OIL (Buyer).

**22.0 NOTICES:** Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

<b>Company</b>	
<b>a) For contractual matters:</b>	<b>b) For technical matters:</b>
CGM - Contracts Oil India Limited P.O. Duliajan - 786602 Assam, India Phone No. 91-374-280, 8650 Email: <a href="mailto:contracts@oilindia.in">contracts@oilindia.in</a>	CGM - IT Oil India Limited P.O. Duliajan-786602 Dist. Dibrugarh, Assam Phone No. 91-374-280, 7120 Email: <a href="mailto:sanjay@oilindia.in">sanjay@oilindia.in</a>
<b>Contractor</b>	
_____ _____ Phone No.:	

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

\*\*\*\*\***End of STC**\*\*\*\*\*