

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan, Pin – 786602
Dist-Dibrugarh, Assam

Corrigendum No. 2 dated 02.08.2021 to E-Tender No. CDH7317P22 for ‘Implementation of initiative-HSSE Incident Reporting and Tracking Application for four (04) years and six (06) months and extendable by one (01) year under the Digitization Project (DRIVE).’

This Corrigendum is issued to notify the following changes:

SL. No.	Page No.	Section	Sub - Section	Clause	Response	Action
1	Page No: 22	INSTRUCTIONS TO BIDDERS	LOCAL CONDITIONS; Section No-30.7	-	The parties covenant that a change in legislation, local conditions and/or regulations that materially alters after the actual bid closing date, the Contract shall warrant a mutually agreed amendment/change request.	Added
2	Page No: 22	INSTRUCTIONS TO BIDDERS	GOODS AND SERVICES TAX; Section No-30.7	GST liability, if any, on account of supply of free samples against any tender shall be to bidder's account.	NOT APPLICABLE FOR THIS TENDER	
3	Page No: 99	PART-III SPECIAL CONDITIONS OF CONTRACT (SCC)	Technical Requirements; Section No-2.2 (25)	Bidder to comply with OIL's IT security policy to encompass all IT security related requirements. OIL is		Deleted

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				ISO:27001 certified and conforms to all norms for establishing, implementing, maintaining and continually improving on information security management.		
4	Page No: 108	PART-III SPECIAL CONDITIONS OF CONTRACT (SCC)	SERVICE LEVEL AGREEMENT	-	New sub-clause is added: Services and/or deliverables shall be deemed to be fully and finally accepted by OIL in the event when OIL has not submitted its acceptance or rejection response in writing to contractor within 15 days from the date of installation/ commissioning or when OIL uses the Deliverable in its business, whichever occurs earlier. Parties agree that Contractor shall have 15 days' time to correct in case of any rejection by OIL.	Added

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5	Page No: 112	PART-III SPECIAL CONDITIONS OF CONTRACT (SCC)	SERVICE LEVEL AGREEMENT / During Implementation SLA / Penalty for Nonachievement of SLA Requirement; Section No-4.3.3	Any delay in the delivery of the project deliverables (solely attributable to bidder) would attract a liquidated damage per week of 0.5% of the value per week of the services cost as mentioned in commercial bid for first 8 weeks and 1% per week for every subsequent week. If the liquidated damage reaches 10% of the total contract value, OIL may invoke termination clause.	Any delay in the delivery of the project deliverables (solely attributable to bidder) would attract a liquidated damage per week of 0.5% of the value per week of the services cost as mentioned in commercial bid. If the liquidated damage reaches 7.5% of the total contract value, OIL may invoke termination clause.	Modified
6	Page No: 112	PART-III SPECIAL CONDITIONS OF CONTRACT (SCC)	SERVICE LEVEL AGREEMENT / Post implementation phase; Section No-4.4.3	The upper limit of penalty would be capped at 10% of the AMC contract value for each quarter. In case the calculated penalty crosses 10% penalty of the AMC contract value in 2 subsequent quarters, the penalty cap for the third	The upper limit of penalty would be capped at 10% of the AMC contract value for each quarter. In case the calculated penalty crosses 10% penalty of the AMC contract value in 2 subsequent quarters, the penalty cap for the third quarter onwards, for each quarter	Modified

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				quarter onwards, for each quarter will increase by 5% over the penalty cap for the preceding quarter till it reaches 20% of the AMC contract value	will increase by 5% over the penalty cap for the preceding quarter till it reaches 7.5% of the AMC contract value	
7	Page No: 113	PART-III SPECIAL CONDITIONS OF CONTRACT (SCC)	SPECIAL CONDITIONS OF CONTRACT / Documentation	-	New sub-clause is added: Proprietary rights and usage of proposed Software: OIL will honour the terms of contract related to IP rights of Software provided. Detailed terms related to Proprietary Rights, Patents, Copyrights, Confidentiality, Indemnity, Software Licensing and Usage, etc. will be mutually agreed upon by OIL and the successful bidder. Such terms will be incorporated in the agreement after placement of LOA on the successful bidder.	Added

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8	Page No: 114	PART-III SPECIAL CONDITIONS OF CONTRACT (SCC)	SPECIAL CONDITIONS OF CONTRACT /Personnel to be deployed by Successful Bidder	The Bidder should ensure that their personnel observe applicable company and statutory safety requirement. Upon OIL's written request, bidder, entirely at its own expense, shall remove immediately any personnel of the bidder determined by OIL to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.	The Bidder should ensure that their personnel observe applicable company and statutory safety requirement. Upon OIL's written request, bidder, entirely at its own expense, shall remove immediately any personnel of the bidder determined by OIL to be unsuitable and shall within a period of 1 week, replace such personnel with personnel acceptable to the Company.	Modified
9	Page No: 115	PART-III SPECIAL CONDITIONS OF CONTRACT (SCC)	SPECIAL CONDITIONS OF CONTRACT / Obligations of Bidder	The bidder shall bear all expenses on account of repair/replacement of all their materials, equipment etc. consequent upon any damage/loss/non-performance during		Deleted

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				services implementation.		
10	Page No: 116	PART-III SPECIAL CONDITIONS OF CONTRACT (SCC)	Confidentiality; Section No- 5. SPECIAL CONDITIONS OF CONTRACT	This obligation shall keep in force even after the expiry of the contract period and until such information will be disclosed by OIL.		Deleted
11	Page No: 202	PART-IV SAFETY MEASURES	PART-IV SAFETY MEASURES	We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by	We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 2017 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work	Modified

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				our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.	suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.	
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All others terms and conditions of the Bid Document remain unchanged. Details can be viewed at www.oil-india.com.

Senior Manager-Contracts (S)