



## **NAYARA ENERGY LIMITED**

Formerly Essar Oil Limited

**TENDER NO– NAYARA ENERGY  
LIMITED/RETAIL/COM/2018/\_**

**TENDER DOCUMENT FOR**

**SUPPLY, INSTALLATION & COMMISSIONING AND  
OPERATION OF VSAT COMMUNICATION SYSTEM AT  
NAYARA ENERGY LIMITED RETAIL OUTLETS  
ON PAN INDIA BASIS**

Nayara Energy Limited, Equinox Business Park (Peninsula Techno Park), Off Bandra Kurla Complex, LBS Marg, Kurla (W), Mumbai-400070, Maharashtra, India

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**DEFINITIONS**

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## DEFINITIONS

1. **'Applicable Law'** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State of Maharashtra and/or Rajasthan, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
2. **'Nayara Energy Limited' formerly known as Essar oil limited is referred hereunder & here after as "Company" and/or "NAYARA ENERGY LIMITED"**.
3. **'Approved'** shall mean approved in writing including subsequent written confirmation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.
4. **'Asset'** shall mean asset includes all Tanks, DU's along with all accessories etc., available in Retails Outlet / site
5. **'Bid / Bid Document'** shall mean the bid submitted by the Bidder/vendor in response to the Tender Documents issued by the NAYARA ENERGY LIMITED (Nayara Energy Limited)
6. **'Bid Deadline'** shall mean the last date & time for submission of bid as specified in this tender.
7. **'Bidder'** shall mean any firm, Company or party who quotes against this enquiry.
8. **'Contract'** shall mean the PO between NAYARA ENERGY LIMITED and the Bidder for the execution of the works including therein all documents such as the invitation to tender, instructions to Bidder, Conditions of Contract, Job Specifications, General Requirements, Time Schedule of Completion of Job, Drawings, Letter of Intent awarding the work, Agreed variations, if any etc.
9. **'Change Order'** means an order given in writing by NAYARA ENERGY LIMITED to effect additions, variations, or deletion from Original order. The Bidder shall abide by such change orders by the company as deemed fit in the interest of the work.
10. **'Construction Equipment'** means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, commissioning, checking, inspecting, operation or maintenance of the work.
11. **'Vender OR Vendor'** means the person or the persons, firm or Company whose tender has been accepted by the NAYARA ENERGY LIMITED and includes the Vender's legal heirs, representative, successor(s) and permitted assignees
12. **'CODO'** shall mean Company owned and Dealer operated Retail Outlet.
13. **'DODO'** shall mean Dealer owned and Dealer operated Retail Outlet.
14. **'DAYS'** means a day of 24 hours from mid night irrespective of the number of hours worked in that day.
15. **'Delivery Date'** shall mean the date by which all the required automation materials shall be delivered to Retail Outlet.

16. **'Drawings'** shall include maps, plans and tracings or prints thereof with any modifications approved in writing by NAYARA ENERGY LIMITED and such other drawings as may, from time to time, be furnished or approved in writing by the NAYARA ENERGY LIMITED. The latest version of drawings to be only referred by the vender.
17. **'Eligibility Criteria'** shall mean the eligible criteria as set forth in this tender, for techno-commercial as well as financial bid.
18. **'Nayara Energy Limited'** shall mean the person nominated by the NAYARA ENERGY LIMITED from time to time and shall include those who are expressly authorized by the NAYARA ENERGY LIMITED to act for and on their behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract. Nayara Energy limited is also referred as "company" here after at various places in the bid document.
19. **'Force Majeure'** is considered to be an extraordinary event or circumstance beyond the control of both the parties, such as a war, strike, riot, crime, or an event described by the legal term act of God (hurricane, flood, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. In practice, most force majeure clauses do not excuse a party's non-performance entirely, but only suspend it for the duration of the force majeure.
20. **"Franchisee"** Franchisees of NAYARA ENERGY LIMITED that operate various ROs which are owned/taken on lease by NAYARA ENERGY LIMITED with whom NAYARA ENERGY LIMITED has entered into a franchisee agreement.
21. **'Facilities'** means the Plant and Equipment's of the company, Franchisee on which retail automation for NAYARA ENERGY LIMITED Retail Outlet pan India shall be supplied, installed , commissioned etc.,
22. **'Final Acceptance Certificate'** in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the contract to be issued by NAYARA ENERGY LIMITED / by appointed Third Party.
23. **'Government / Authority'** means Government of India , union territories and government of various states or any governmental department, commission, board, body, bureau, agency, authority, undertaking, court or other judicial or administrative body or any sub-division or instrumentality thereof, central, state, or local, having jurisdiction over the Supplier/Bidder/vender/, the Project, or the performance of all or any of the services, obligations or covenants of Supplier/Bidder/vender/r under or pursuant to this Contract or any portion thereof.
24. **'Net Worth'** shall mean as per Companies Act. 2013 and amendment, if any.
25. **'Parties'** shall mean NAYARA ENERGY LIMITED, Bidder& Vendor.
26. **'PCODO'** shall mean Partially Company owned and Dealer operated Retail Outlet
27. **'Parent company'** shall mean a company, which holds more than 50%equity either directly or indirectly in the Bidding Company or Project Company or a Member in a Consortium developing Project.
28. **'Project Manager'** shall mean the Project Manager of NAYARA ENERGY LIMITED, or any person so appointed, nominated or designated.

29. **'Retail Outlet (RO)'** shall mean Retail Outlet site where NAYARA ENERGY LIMITED carries on the Petroleum business through its franchisees wherein the automation related materials supply, installed, commissioned shall be delivered by the Bidder/vender .
30. **'Specifications'** shall mean all directions, various technical specification, provisions, and requirements, attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the NAYARA ENERGY LIMITED or the NAYARA ENERGY LIMITED during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition including all addenda/ corrigenda or relevant Indian Standard Specifications and other relevant codes.
31. **'Sub- Vendor'** means any person or firm or Company (other than the Vender) to whom any part of the work has been entrusted by the Bidder with the prior written consent of the NAYARA ENERGY LIMITED /NAYARA ENERGY LIMITED /Site-in- Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company. The sub vender shall be appointed by the vender in consultation & prior permission with NAYARA ENERGY LIMITED
32. **'Third Party'** shall mean a person, or firm including their successors who are responsible for quality inspection as per engineering Specifications of all the required automation materials and who may issue Final Acceptance certificate to the Vendor.
33. **'PMC'** means a person or firm/company including their successors who are responsible for the coordination among various verticals within the company and with the bidders, supplier, third parties, franchisees and other stake holders and developing work philosophy, planning, MIS, formats, SOPs ,QAQC surveillance, etc for the seamless execution with no time and money over run. However it is company's prerogative to include or exclude some or other responsibilities with the PMC.
34. **'Week'** means a period of any consecutive seven days.
35. **'Works'** shall mean and include all works to be executed in accordance with the Contract or part thereof as the case may which not only includes Facilities and Services but shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the NAYARA ENERGY LIMITED / engineer-in- charge.
36. **'Working Day'** mean any day which is not declared to be holiday or rest day by the NAYARA ENERGY LIMITED

## INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract/ bid, they shall be interpreted in a harmonious manner so as to give effect to each part. However the bidders shall get the clarification from the company, before concluding unilaterally at their end. Company's decision shall be final always.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this bid/ contract/agreement.
6. It is the clear understanding between Nayara Energy Limited and the bidder that in case the bid of bidder is accepted by Nayara Energy Limited and an intimation to that effect is so issued along with the scope & the rates ,this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest, pending to the final PO. However the bidder would have the obligations to start the work on such intimation.
7. All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the NAYARA ENERGY LIMITED shall be the final and the bidder shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications. In case of any contradiction or difference in contents, company's decision shall be final.

## DISCLAMIER

1. Though adequate care has been taken while preparing the Tender/ bid documents, the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to NAYARA ENERGY LIMITED immediately. If no intimation is received from any Bidder within five (5) days from the date of notification of TENDER DOCUMENT/Issue of the TENDER DOCUMENT, it shall be considered that the TENDER DOCUMENT is complete in all respects and has been received by the Bidder, and there are no concern on any point, which shall be clarifies by the company.
2. Nayara Energy Ltd (NAYARA ENERGY LIMITED) reserves the right to cancel, modify, amend or supplement at its sole discretion this Tender document including all formats and Annexure at any moment of time. No queries will be entertained in this respect.
3. While this bid/ tender has been prepared in good faith, neither NAYARA ENERGY LIMITED nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.
4. Issuance of tender documents to any bidder does not qualify the bidder to claim the award of the work or any obligations on the NAYARA ENERGY LIMITED. The award of the work will be done based on the NAYARA ENERGY LIMITED acceptance criteria and the NAYARA ENERGY LIMITED shall have all rights to accept or reject any such obligations, whatsoever.
5. The bidder shall keep all proceedings of this bid/ tender absolutely confidential. At no point of time the bidder shall share / disclose/ discuss / intimate /publish the details of bids to any of company's competitors, other bidders etc. The standard clause of confidentiality would be applicable (Refer clause: 19 "Confidentiality" of Terms & conditions of contract).
6. For safe guard of company's interests to its complete extent, the bidders / venders shall not cartilage, and join hands with each other to gain the unscrupulous gains.



# BID DETAILS

**1. BID DETAILS**

- 1.1. The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.
- 1.2. The Bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of this bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.
- 1.3. Further in case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that any change in the controlling equity of the Bidding Company requires prior approval of NAYARA ENERGY LIMITED.

**2. BID INFORMATION SHEET**

Sr. No	Description of Item	Particulars
1	Scope of Work	Scope of the job includes but is not limited to: Supply, installation, implementation, commissioning, testing, observation, handing over, troubleshooting & training, Factory and Site Acceptance Test (FAT/SAT) for provisioning of VSAT equipment at Nayara Energy Limited Retail Outlets on Capex or OPEX Model for 5 years along with CAMC including Bandwidth charges of 16kbps per site and provisioning of hardware, software, materials, services and support etc. for communication system of retail outlets throughout India as per approved standards , quality, make, model , procedure , methodology , timeline, practice etc. & as per appropriate rules & regulations. The system should be compatible with company's Automation/ HOS / Data center / Backhaul etc., as required. The VSAT indoor system unit (IDU) will be installed inside the sales building and power point will be provided accordingly
2	Mode of Submission of Bids	<ol style="list-style-type: none"> <li>a) Bid shall be submitted in 2 bid format-(Techno-commercial &amp; Price Bid )</li> <li>b) Techno-Commercial bid shall be submitted in sealed envelope only on or before due date &amp; time</li> <li>c) Price bid shall be submitted in a separate sealed envelope on or before due date &amp; time.</li> <li>d) Both the above envelopes shall be submitted together in one common envelope.</li> <li>e) Techno-Commercial Bid consists of all documents mentioned in the bid documents <b>Annexure A</b> (Vendor Information &amp; checklist)</li> <li>f) Price Bid consists of all sheets in the price bid format- <b>Annexure B</b></li> <li>g) <b>TWO SEPARATE PRICE BIDS TO BE SUBMITTED FOR CAPEX MODEL AND OPEX MODEL. IT IS MANDATORY TO SUBMIT BID FOR BOTH MODELS</b></li> <li>h) Every page of the bid including all terms &amp; conditions, SOQs, rates, drawings, specifications, enclosures &amp; all sheets of this document shall be signed by bidder</li> <li>i) Every page of this bid document shall be sealed &amp; signed by the bidder</li> </ol>

<b>Sr.No</b>	<b>Description of Item</b>	<b>Particulars</b>
3	Pre Bid Meeting	5 <sup>th</sup> September 2018 @ 3:00 PM (If need be)
4	Bid submission due-date & time	10 <sup>th</sup> September 2018 by 6.00 PM
5	E-bidding date & time	Date & Time for reverse auction shall be intimated separately after evaluation of received bids
6	Bid Submission Address	Nayara Energy Limited, Equinox Business Park, Off Bandra Kurla Complex, LBS Marg, Kurla West, Mumbai, PIN- 40070, Maharashtra, India Kind Attention- Mr. Chinmaya Dandekar
7	Contact person for queries	Procurement Department Chinmaya Dandekar Contact no- +91 9819738074 Email- <a href="mailto:chinmaya.dandekar@nayaraenergy.com">chinmaya.dandekar@nayaraenergy.com</a>
8	Joint Venture	Allowed
9	Currency of Offer	Quoted Price shall be in Indian Rupees (INR) Only.
10	Validity of Offer	Offers shall be valid for a period of <b>120 days</b> of bid opening for our acceptance. Once accepted it will remain firm till completion of contracts / orders

### **3. ELIGIBILITY CRITERIA**

#### **A. TECHNO-COMMERCIAL ELIGIBILITY CRITERIA**

The bidder/vendor shall furnish evidence of having the following experience & capacity: (Please refer annexure A also)

1. Bidder/vendor must have successfully carried out and completed similar work as per the NAYARA ENERGY LIMITED scope in the last 2 years ending 31<sup>ST</sup> March 2018 for minimum 200 Retail Outlets across India / Abroad for reputed oil retailing companies
2. The Minimum turnover of the bidder/vendor shall not be less than 10 Cr in any year in last three financial years. Bidder shall submit the following documents as evidence:
  - 3 years IT return (ITR) filed and CA certificates
  - 3 years Audited balance sheet.
  - EPF & ESIC Certificate.
  - Enclose the copy of registration, certificate of execution & work done, copies of POs/WOs as a proof of the extent of the work executed.

**Bidder shall meet both the above criteria to be eligible for this tender. Offers of bidder not meeting Bid Qualification Criteria will be rejected. In addition to above, Bidder shall also meet the following requirements:**

3. Clearly indicate spare capacity to be allocated to Nayara Energy Limited, dedicatedly. (Please quote the same as monthly capacity in the annexure B-3/B-4 also along with annexure A)
4. Provide the list of manpower along with their experience, education, position ( As per above point no 3 covering key personnel , zone & state wise plus the number of work force spread across India).

5. Furnish list of equipment owned along with the name, capacity / range, make and purchase details. If taken on lease, details shall be mentioned. NAYARA ENERGY LIMITED reserves the right to reject any Bidder based on inadequate manufacturing and safety devises and therefore Bidder shall include only those equipment and accessories which are applicable or related to Communication system only.
6. Submit copy of Invoices raised along with 'Work completion letter' from the client in support of the above & as a proof of satisfactory performance during the said period of contract. However, for ongoing orders, may submit copy of invoices raised/ payment received along with the purchase order of the awarding Company.
7. In case of orders placed in currency other than INR, the equivalent INR value as per the currency conversion rate (RBI reference rates) prevailed on the date of Purchase order/contract document shall be considered for the purpose of technical evaluation as per above criteria.

(Bidder shall submit all the above required documents along with duly filled details as per attached annexure A / B)

#### **B. JOINT VENTURE CRITERIA**

In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, they must meet the following requirements:

- I. The lead Partner shall meet, not less than 50% of the techno-commercial eligibility criteria.
- II. However, all the partners shall jointly meet the 100% techno-commercial eligibility criteria

Note: JV is also required to submit form of Power of Attorney and Form of undertaking by the JV partners. JV is also required to declare scope of works to be executed by each partner of JV.

#### **4. BID SUBMISSION:**

- 4.1. Bidder/vendor shall furnish details as per the following applicable formats / Annexures specified in this Tender document.

Annexure A	- Techno-Commercial Bid
Annexure B0	- General Description of Item
Annexure B1	- Summary sheet for the committed ROs
Annexure B2	- Zone details
Annexure B3-B4	- Price Bid /SOQ
Annexure B5	- Spare Part List

Annexure 1 – Organisation data to be submitted by bidder with tender.

Annexure 2 - Compliance to Bid Requirement

Annexure 3 – Declaration of Non-blacklist / Non Banned Party

Annexure 4 - Declaration confirming the absence of any conflict of interest.

Annexure 5 - Comprehensive Warranty & Post Warranty Annual Maintenance Contract

Annexure 6 - Composite Bank Guarantee for Security Deposit and Performance Guarantee

Annexure 7 – Indemnity Bond

- 4.2 Bidder shall strictly adhere to the attached formats wherever specified. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format shall be duly signed and stamped by the authorized signatory of the Bidder/vendor and then scanned and submitted.

- 4.3 Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria of Tender to the satisfaction of NAYARA ENERGY LIMITED along with bid. Bidder shall also furnish unconsolidated/ consolidated audited annual accounts in support of meeting financial requirement, which shall consist of unabridged balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last three (3) financial years immediately preceding the Bid Deadline which are used by the bidder/vendor for the purpose of calculation of Annual Turnover or of last Financial Year in case of Net Worth.
- 4.4 In case the annual accounts for the latest financial year are not audited and the Bidder/vendor cannot make it available, the applicant shall furnish certificate to this effect from the Statutory Auditor with Authorized signatory along with provisional Annual Account signed by directors of the company and certificate issued by Chartered Accountant. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (Three) years preceding the year; or from the date of incorporation if less than 3 years; for which the Audited Annual Report is not being provided.
- 4.5 Before submitting the Tender, bidder shall at their own cost and expenses make the following assessment:
- 4.5.1 Visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the exactions, the correct dimensions of the work facilities for planning and procuring various equipment / materials / consumables and pre-asses their availability.
  - 4.5.2 Obtain information on all matters and conditions as necessary for the complete execution of the works as intended by the NAYARA ENERGY LIMITED
  - 4.5.3 Satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc.
  - 4.5.4 Note: Bidder, whose tender may be technically accepted and with whom the Contract is to be entered into will not be eligible and be able to make any claim on any of the said counts in what so ever manner and for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitral.
- 4.6 Before filling the Tender, bidder shall verify and satisfy as to the requirement of drawings / documents / information in order to assess the materials to be procured and the schedule of quantities by obtaining clarification if any, from NAYARA ENERGY LIMITED on any / all the above items as felt necessary. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender and such a claim shall not be arbitral.
- 4.7 In consideration for having a chance to enter into a contract with NAYARA ENERGY LIMITED, Bidder shall agree on the validity of the bid for the period prescribed in the tender conditions (i.e. valid up to 120 days) from the date of bid opening. Bidder will not be entitled during the said validity period to revoke or cancel the tender without the consent in writing from NAYARA ENERGY LIMITED. However, in case the Bidder revokes or cancels the tender, or varies any of the terms and conditions of the tender on his own, without the consent of NAYARA ENERGY LIMITED in writing, the Earnest Money paid along with the tender is liable to be forfeited.
- 4.8 The prices quoted shall be firm during the validity period of the bid and bidder shall agree to keep the bid live and valid during the said period and this factor shall be specifically taken note before submitting the tender(s).
- 4.9 Any corrections and alterations in the entries of tender paper/s shall be sealed & signed in full by the bidder with date and no erasures or over writings are permissible.

4.10 Transfer of tender document by one intending bidder to another one is not permissible. The bidder on whose name the tender has been issued only will be eligible to quote.

4.11 Bidder shall submit an Indemnity Bond (on a standard format enclosed as annexure-7) between Bidder and their suppliers to provide Performance guarantee to the bidder covering all the equipment / hardware / accessories / materials etc. items required for the communication system, ensuring uninterrupted and timely supply (as per the numbers quoted in this tender) till the completion of the execution and the service support in terms of spares, parts, replacement of units etc. and in turn indemnify NAYARA ENERGY LIMITED against any disruption of the materials from their OEMs. Such agreement shall be on a legal document which can withstand any law of court, in case of any dispute. Bidder shall indemnify NAYARA ENERGY LIMITED for any issues that may / likely to arise in future between bidder and NAYARA ENERGY LIMITED and therefore, bidder shall be fully responsible in taking the adequate legal steps in advance and give confidence to the Company. Notwithstanding with any time lines in the tender or the PO subsequently, such indemnity to the company shall not be less than 3 years from the date of PO for supply and 7 years , subsequently for the service support and spare parts availability .

4.12 Bidder's nomination of Authorised Representative:

The Bidding Company shall officially designate one authorised person to represent the Bidding Company in all its dealings with NAYARA ENERGY LIMITED. This officially designated representative shall be authorised to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. This requirement shall be regularized by the bidding Company by submitting, along with bid, a '**Power of Attorney**' in original to fulfil the above requirement.

## 5. CLARIFICATIONS

Prior to submission of bid, for any clarifications / information or suggesting amendments to tender, bidder shall ensure to review the complete tender document and communicate by e-mail in one go only to reach the dedicated e-mail ID of NAYARA ENERGY LIMITED before the bid closing date as mentioned in Bid information sheet. Clarifications requested through peace / multiple mails will not be entertained.

## 6. AMENDMENT/S TO TENDER BY NAYARA ENERGY LIMITED

At any time prior to the deadline for submission of Bids, NAYARA ENERGY LIMITED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender by issuing clarification(s) and/or amendment(s). The clarification(s) / amendment(s) (if any) will be notified by mail at least Five (5) days before the proposed date of submission of the Bid. In such case, the Bid Deadline may be extended for a suitable period of time solely at the discretion of Nayara Energy Limited.

## 7. RIGHT TO WITHDRAW THE TENDER OR TO REJECT ANY BID

7.1. This Tender may be withdrawn or cancelled by NAYARA ENERGY LIMITED at any time without assigning any reasons thereof. NAYARA ENERGY LIMITED further reserves all rights, at its complete discretion, to reject any or all of the Bids without assigning any reasons, whatsoever and without incurring any liability on any account.

7.2. NAYARA ENERGY LIMITED reserves the right to interpret the Bid submitted in accordance with the provisions of the tender and make its own judgment regarding the interpretation of the same. In this regard, NAYARA ENERGY LIMITED will have no liability towards any Bidder and no Bidder shall have any recourse to NAYARA ENERGY LIMITED with respect to the selection

process and NAYARA ENERGY LIMITED decision in this regard will be final and binding on the Bidder..

- 7.3. NAYARA ENERGY LIMITED reserves all RIGHTS to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance of any bid by NAYARA ENERGY LIMITED will be full and final.
- 7.4. Any tender found to be incomplete in any or all manner is liable to be rejected and the decision of NAYARA ENERGY LIMITED in this regard will be final and binding.

#### **8. OTHER CONDITIONS**

It shall be solely bidder's responsibility to obtain all necessary Approvals / Consents / Clearances / Licenses etc. as required technically and legally from the appropriate authority / entity to undertake the contract for supply, installation / commissioning / operation / maintenance of the VSAT equipment / communication system for NAYARA ENERGY LIMITED Retail Outlets on Pan India basis. NAYARA ENERGY LIMITED will not have any responsibility in this regard.

**TERMS & CONDITIONS**  
**OF**  
**CONTRACT**



## **TERM & CONDITIONS OF CONTRACTS**

(The commercial rates shall be inclusive of all taxes and duties as provided in the Price Bid Format - Annexure B3 to B5 only, strictly as per the Price Bid Format – Annexure B enclosed along with this tender document.)

### **1. PAYMENT TERMS:-**

The Payment Terms shall be as follows for our retails outlets:

- 1.1. Payments will be released within 30 days from date of submission of authorised & corrected bill at HO. Vendor shall be responsible for getting the work quality & measurement certified from the respective zones / field in a standard format. The bill submission cycle will be once in a month. The production of the bill at the field shall be done upon satisfying the terms & conditions of this tender. The bills shall be raised only on satisfactory handing over of the site/ sites.
- 1.2. Payments will be made as per the completion of mile stone activity defined in tender. However, Warranty will commence only after successful completion of hand over and all punch points are completed and duly validated by the respective site in-charge / Engineer of Nayara Energy Limited.
- 1.3. For AMC/Rental and bandwidth charges, billing shall be done on calendar month basis. Vendor shall raise bills on last day of the month or first day of subsequent month.
- 1.4. For newly completed and handed over sites, billing will be considered as follows:
  - 1.4.1. For sites handed over between 1<sup>st</sup> and 15<sup>th</sup> day of the month, billing will be considered from 16<sup>th</sup> day of same month and first payment will be made on prorate basis (50% of monthly rental)
  - 1.4.2. For sites handed over from 16<sup>th</sup> day of the month, billing will be considered from next month onwards.
- 1.5. Note: No part payment or running bill will be entertained site wise and no payment against supply will be made and all payments will be released site wise only on hand over basis of the respective sites upon fulfilling the tender requirements in totality.

### **2. DELIVERY / COMMISSIONING OF SITES**

- 2.1 The Materials shall be delivered by bidder to NAYARA ENERGY LIMITED Retail outlets/ sites on Pan India basis from bidder workshop/ supplier location at their own cost. Bidder shall deliver the Materials within 7 days from the date of call out along with relevant transport document like way bill or entry permit, as applicable.
- 2.2 The execution of the works shall be completed within 7 days from the receipt of material at the site. No separate call out will be given by NAYARA ENERGY LIMITED for execution of the job at site, once the callout for delivery of material and shifting to respective location is already given and, it shall be the vendor's 100 % responsibility to ensure timely completion of the execution at site within maximum 15 days. In case of any delay in meeting the above timelines, RO wise penalty will be imposed as per the penalty clause implied in the tender document. Vender shall

also ensure that the delay at any site is not affecting the completion timelines at other sites. Nayara Energy Limited will not entertain any such excuses, for such delays whatsoever.

2.3 For any delay on account of NAYARA ENERGY LIMITED / franchisee part to give clearance for transportation due to any site related issue / statutory issues /legal issues / local issues, vendor shall arrange for free and safe storage and preservation of the material/s at its premises for which no additional payment on whatsoever account, will be entertained by NAYARA ENERGY LIMITED / Franchisee

2.4 Bidder shall submit proof of delivery of material/s site wise / date wise duly acknowledged by the franchisee. However safety / security of the supplied material/s at site at all stages of execution shall be vender's sole responsibility.

### **3. PRICE VALIDITY**

5 years from the date of PO without escalation of price.

### **4. LIQUIDATED DAMAGES**

4.1 In the event of any delay in successfully handing over the site from the date of first call out (material delivery) over & above 15 days' time as stipulated above, vendor will be liable to pay liquidated damages to NAYARA ENERGY LIMITED at the below rates per site:

- 4.1.1 Delay for initial 10 days – 100 Rs per day / per site
- 4.1.2 Delay From 11 days onwards - 200 Rs per day / per site
- 4.1.3 Total liquidated damages per retail outlet are capped at Rs. 4000

4.2 The completion and hand over is termed as completion of all works at site and uninterrupted data flow for 15 days to the HOS. (Refer the understanding on this mentioned elsewhere in this document.)

Note: for the purpose of calculating Liquidated damages on completion schedule, outlet would be treated as complete if communication system is completed and handed over and uninterrupted data is transferred to HOS for at least 15 days continuously without any failure of the system in between.

4.3 If the bidder fails to execute the work and hand over the site in time, Nayara Energy Limited will reserve all rights to re-assign their delayed works, partly or fully to any alternate vendor at the sole risk and cost of the existing vendor and the existing vendor shall cooperate with the new vendor and the Company in terms of operations / maintenance / training and upkeep of any software / hardware / systems and any other know how at no extra cost and / or claims what so ever.

### **5. DEFECT LIABILITY PERIOD**

Vendor shall guarantee the work executed / material supplied for a period of 12 months from the date of successful handover of the site. Any damage or defect that may arise or lie undiscovered at the time of completion of the job shall be rectified or replaced by the vendor at his own cost.

The decision of the NAYARA ENERGY LIMITED will be final in deciding whether the defective part has to be rectified or replaced. Equipment or spare parts replaced under warranty/guarantees shall have further extended warranty for the balance warranty period but not less than 6 months in any case.

Vendor shall maintain all such records of replacements and rectifications.

## 6. EARNEST MONEY DEPOSIT (EMD)

Bidder shall deposit an interest free amount of Rs. 10,00,000 (Rs. 10 Lakhs) towards refundable EARNEST MONEY DEPOSIT in the form of demand draft drawn in favor of NAYARA ENERGY LIMITED payable at Mumbai, failing which NAYARA ENERGY LIMITED reserves the right to disqualify the Bid/cancel the Contract. Demand Draft shall be drawn on Scheduled Banks, other than cooperative Bank. The earnest money deposit will be refunded after finalization of the contract and Issuance of the PO's. No interest will be paid on EMD.

## 7. SECURITY DEPOSIT:

7.1 Within 7 days from the date of intimation of acceptance of the tender by Nayara Energy Limited, the successful bidder shall arrange to make an interest free security deposit of a value equivalent to Five percent (5%) of the total contract value in the form of account payee crossed demand draft or non-revocable PBG covering the equivalent amount, drawn in favor of NAYARA ENERGY LIMITED, failing which NAYARA ENERGY LIMITED reserves the right to cancel the Contract and forfeit the security deposit.

7.2 The successful bidder will also have the option to adjust the earnest money deposit towards security deposit if they so desire. The security deposit will be retained until successful completion of complete scope of the work (installation and 5 years of services and bandwidth).

7.3 In case the security deposit is in the form of non-revocable Bank Guarantee, please find enclosed the proforma of non-revocable PBG as Annexure-6 and the same shall be kept valid as mentioned above by the bidder at his own cost and shall also be extended from time to time. No interest will be payable on security deposit. (Refer Annexure -6 for the format)

7.4 In case if Vendor fails to complete the total scope of work partly / fully as per the contractual requirement or meet the timelines even after giving maximum one caution / warning letter / mail to the vender during the period of scope, Nayara Energy Limited will reserve all rights to en-cash the deposited amount / PBG to compensate against any losses due to delayed execution.

## 8. RETENTION MONEY

8.1 10% of the total (interest free) value of the respective site will be deducted and retained by NAYARA ENERGY LIMITED as retention money on account of any damage / defect liability that may arise for the period covered under the defect liability period clause of the Contract.

8.2 Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by vendor or in workmanship shall be rectified or replaced by the vendor at his own cost failing which NAYARA ENERGY LIMITED will reserve all rights to rectify the said damage / defect from the retention money. Any excess of expenditure incurred by NAYARA ENERGY LIMITED on account of damage or defect will be debited to the vender's bill of any other site or whatever due to the company. Nayara Energy Limited will have the liberty to take such cases at their own discretion and the decision of NAYARA ENERGY LIMITED will be final and binding on the vendor.

8.3 The retention money will be released only after successful completion of 12 months from the date of handover of respective site. Any defects observed or delay in rendering the services at any site beyond 7 days in a year shall increase the defect liability period by the days over & above 7 days in which the equipment were non-functional partially or fully .The retention money shall be released site wise.

**9. VENDOR SELECTION:**

Upon receiving all the Bids and completing the bidding process, NAYARA ENERGY LIMITED may conduct E auction process for shortlisting the Vendors. The E auction date will be intimated to the technically qualified Bidders separately. The selection or rejection of any vendor depends upon the sole discretion of NAYARA ENERGY LIMITED, and NAYARA ENERGY LIMITED will not be liable to answer to any vendor on its decisions such taken.

**10. DISTRIBUTION OF JOB:**

Nayara Energy Limited intend to appoint one vendor irrespective to the numbers of bidders. If two vendors are shortlisted then the distribution is proposed to be in the following ratio.

1. L1: L1 = 50: 50
2. L1: L2 = 70: 30

NAYARA ENERGY LIMITED will have sole discretion with respect to the Job Distribution and the bidders will not have any claim against the same.

**11. WORK ORDER TERM :**

Capex and Rental Work Order Term shall be **valid for 5 years** from the date of execution of the Work Order/ PO.

**12. PAYMENT AGAINST CLAIMS AND DAMAGES**

Bidder shall ensure to clear all dues in respect of claims or demands arising during execution of work at any RO / transit etc. and vendor shall not be entitled to dispute or question the right of the NAYARA ENERGY LIMITED. If NAYARA ENERGY LIMITED is forced to pay in lieu of vendor due to any reason, to make such payments, notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

**13. ACTION AGAINST POOR WORKMANSHIP / REWORK / REJECTION:**

13.1 If it shall appear to NAYARA ENERGY LIMITED /Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with sub-standard quality of materials, or that any materials or articles provided by the vendor for execution of the work are not of standards specified / inferior quality / approved brands or makes to that contracted for, or otherwise not in accordance with the contract, bidder shall on demand in writing from NAYARA ENERGY LIMITED /Site-in-Charge or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own cost as fit for the intended purpose to the level of acceptance by Nayara Energy Limited.

13.2 In the event of vendor's failure to do so within a period of 15 days of such intimation/information/knowledge, bidder will be liable to pay compensation equivalent to the cost of re-construction to NAYARA ENERGY LIMITED. In case any further delay beyond 15 days period mentioned above, NAYARA ENERGY LIMITED may arrange to re-assign the delayed works to alternate vendor and get it completely rectified / replaced as the case may be as fit for use for the intended purpose at the sole risk and cost of the original vendor. The decision of the Engineer-in-Charge/ Site-in-Charge of Nayara Energy Limited shall be final and binding in this regard and

shall not be questionable or raised as a dispute or shall be arbitral.

#### 14. GOVERNING LAW AND SETTLEMENT OF DISPUTE

- a) If any dispute of any kind whatsoever arises between Nayara Energy Limited and Supplier in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.
- b) If any dispute, difference or question at any time hereafter arises between the parties hereto in respect of the construction of these presents or concerning anything hereunder contained or arising out of these presents or as to the rights, liabilities or duties for the said parties hereunder which cannot be mutually resolved by the parties, the same shall be referred to Arbitration. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and conciliation Act, 1996, as amended from time to time any statutory re-enactment thereof for the time being in force. The Arbitration Panel shall consist of the Sole Arbitrator appointed by both parties mutually.
- c) The Award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties to the Contract subject to the provision of the Arbitrator and Conciliation Act, 1996 as amended from time to time or any statutory re-enactment thereof for the time being in force. The seat of the arbitration shall be at Mumbai. The language of the proceedings shall be English.
- d) The Governing Law shall be Law of India.

#### 15. FORCE MAJEURE:

##### I) Force Majeure Definition:

“Force majeure” is considered to be an extraordinary event or circumstance beyond the control of both the parties, such as a war, strike, riot, crime, or an event described by the legal term or, act of God (hurricane, flood, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract.

In practice, most force majeure clauses do not excuse a party's non-performance entirely, but only suspend it for the duration of the force majeure period.

##### II) FORCE MAJEURE Clause:

- a. Either of the parties are not liable for failure to perform the obligations of the contract and if such a failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, no party is entitled to terminate the Agreement/PO under Termination in such circumstances.
- b. If Supplier asserts Force Majeure as an excuse for failure to fulfil the contractual obligation, in such case Supplier shall prove to have taken reasonable steps to minimize delay or damages caused by foreseeable events, and substantially fulfilled all non-excused obligations, and the company was timely notified of the likelihood or actual occurrence of an event described in Clause (Force Majeure).

- c. In the event of Force Majeure, the Supplier is not able to perform its obligations under the contract, Supplier will be relieved from its obligations during the force majeure period.
- d. If a force majeure situation arises, Supplier shall notify NAYARA ENERGY LIMITED in writing promptly, not later than 7 days from the date of such a situation The Supplier shall notify NAYARA ENERGY LIMITED not later than 3 days of cessation of force majeure conditions. After examining the cases, NAYARA ENERGY LIMITED will decide and grant suitable additional time for the completion of the work, if required.
- e. Depending upon the severity of the force majeure situation and assessing the status with respect to the situation and Supplier capability, NAYARA ENERGY LIMITED will reserve all rights to either terminate the contract and / or amend the delivery period after investigating the actual situation at the sole discretion of Nayara Energy Limited and under such circumstances, Supplier will have no right to claim any amount on such termination and also will be liable to refund the advance taken (if any) within 7 days from the date of termination of contract.
- f. Notwithstanding the above, if any situation, which is a border line case and do not fall under the force majeure case as per the above understandings, Nayara Energy Limited reserves the right to accept or reject any such cases at its sole discretion.

Note: The relaxation in the time line of execution/ completion of the project, increasing the deadlines etc. will be solely decided by the Nayara Energy Limited, based on the occurrence of the incident and reporting by the Supplier etc.

## 16. LANGUAGE

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between NAYARA ENERGY LIMITED and the bidder/vendor shall be in English language only.

## 17. RISK MITIGATION TO THE OPERATOR / OFF-TAKER

### A) INDEMNITY:

- 1) Bidder agrees to indemnify, defend and hold harmless, Nayara, its Engineer- in- Charge ,directors and their respective servants, affiliates and agents from and against any and all losses, damages, liabilities, claims, demands, suits, or causes of action (an 'injury', collectively 'injuries'), including, without limitation, reasonable attorney's fees, arising out of, or in any way connected with, the Bidder's performance of (or failure to perform) the work or services under this Contract, whether as a result of a breach of contract, tort liability or otherwise, but shall not be liable if such injuries are caused in whole or in part by any wrongful acts, negligence, errors, or omissions of Nayara.
- 2) Bidder shall indemnify and hold harmless Company including its employees, servants and agents against any loss or liability that may arise on account of death of or injury to Bidder's personnel and loss or damage to Bidder's property.
- 3) Bidder hereby agrees to indemnify, defend, protect and hold harmless Nayara and its employees, officers and directors, from and against, and assumes liability for:

(a) Any injury, loss or damage to any Person, tangible property or facilities of any Person (including reasonable attorney fees and costs) to the extent arising out of or resulting from the gross negligence or wilful misconduct of the Bidder's officers, employees, servants, affiliates, agents, sub-contractors, licensees, invitees and vendors arising out of or in connection with the performance by the Bidder of its obligations, representations and warranties under the Contract; and

(b) Any claims, liabilities or damages arising out of any violation by the Supplier or any regulation, rule, statute or court order of any statutory or Governmental Authority in connection with the performance by the Supplier of its obligations under the Contract

- 4) The indemnity provisions herein contained shall survive for a period of six (6) months after the expiry or termination of this Contract.

**B) LIMITATION OF LIABILITY:**

NAYARA ENERGY LIMITED will not be liable for lost profits or other business interruption damages, or special, consequential, incidental, punitive, exemplary or indirect damages whether in contract, or otherwise, arising out of or in connection with the performance, failure to perform or termination of the Agreement.

**18. SUCCESSORS AND ASSIGNEES**

In case NAYARA ENERGY LIMITED or bidder undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

**19. CONFIDENTIALITY**

The Parties agree that any and all information learned by either Party concerning the business affairs of the other and all documents, materials and all technical, commercial, financial and other information (written only) which has not come into public domain,; the existence and terms of this Contract; and the negotiations relating to this Contract shall be treated as confidential and that such information shall not be disclosed whether during or after the term of the Contract to a third person or legal entity without the express written consent of the other Party, except in instances where a Party has a statutory duty to disclose or a disclosure is required by law or by any regulatory or governmental body having jurisdiction over it, provided that the Party disclosing shall notify the other Party of such requirement within a reasonable time in advance of making such disclosure.

**20. COMPLIANCE TO ANTI-CORRUPTION CODE**

20.1 Vendor is and shall remain in compliance with all relevant laws applicable to the services [he/she/it] shall perform under this Agreement including all relevant anti-corruption laws. Vendor shall not, and nor shall any of [his/her/its] officers, employees, shareholders, representatives or agents ("Associated Parties"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which (i) would violate any anti-corruption laws or regulations applicable to vendor or [Company], (ii) is intended to, or does, influence or reward any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a Public Official with the intention of influencing such a person and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper (any one of (i) to (iv) being a "Corrupt Act").

- 20.2 Vendor represents and warrants that [he/she/it] and [his/her/its] Associated Parties have not engaged in any Corrupt Act prior to the date of this Agreement.
- 20.3 For the purposes of this Agreement, "Public Official" includes, without limitation, any person holding or acting on behalf of a person holding legislative, administrative or judicial office,
- 20.4 Including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organisation, any federal or regional government department or agency, any political party, or any candidate for political office, or a relative or associate of any such person.
- 20.5 Vendor represents and warrants that it has in place appropriate anti-corruption systems and controls such as are reasonably likely to be regarded as constituting "adequate procedures" for the purposes of section 7 of the UK Bribery Act 2010.
- 20.6 During the term of this Agreement, Vendor shall (i) properly and accurately record in its Books and Records all transactions which relate in any way to this Agreement or to services provided by bidder under it ("Transaction Records"), [(ii) provide the Transaction Records and/or any other such information as [Company] may reasonably require by notice in writing in order to monitor Vendor's compliance with its obligations under clauses [• - cross-reference the anti-corruption clauses above]]. For the purpose of this clause [•], "Books and Records" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation (including without limitation, invoices, transfer documents and any other documents), whether in paper or other form.
- 20.7 Vendor undertakes not to share any fees, commission or other reward paid to it by Company with any Public Official or with an Associated Party of a business partner or potential business partner of Company.
- 20.8 To the best of [his/her/its] knowledge and belief, neither vendor nor any of [his/her/its] Associated Parties:
- 20.8.1 has at any time been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct)
  - 20.8.2 has at any time admitted to having engaged in any Corrupt Act (or similar conduct); or
  - 20.8.3 has at any time been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct)
- 20.9 Without prejudice to clause [• Termination], in the event (Company) reasonably suspects there to have been a breach of clauses [• Anti-Corruption Clauses] of this Agreement, [Company] may terminate the Agreement immediately upon giving notice in writing to the Vendor

## **21 GENERAL TERMS AND CONDITIONS**

### **21.1 COMMENCEMENT OF WORK**

- 21.1.1 After paying the requisite security deposit, vendor shall commence work within 45 days from the date of receipt of the intimation of intent from NAYARA ENERGY LIMITED informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated accordingly. Above 45 days include the time required for production/ imports/ manpower mobilization etc. The work



shall be completed within 12 months of the date of issuance of letter of intent.

- 21.1.2** Vendor shall prepare detailed fortnightly construction programme for approval by NAYARA ENERGY LIMITED within 15 days of receipt of Letter Of Intent. The work shall be executed strictly as per such time schedule. The period of Contract includes the time required for testing, rectifications, if any, re-testing and completion of work in all respects to the entire satisfaction of the NAYARA ENERGY LIMITED.
- 21.1.3** A Letter of Intent is an acceptance of offer by NAYARA ENERGY LIMITED and it need not be accepted by the bidder but however, the bidder shall acknowledge a receipt of the purchase order within 7 days of mailing and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by NAYARA ENERGY LIMITED by forfeiting earnest money deposit / bid bond.
- 21.1.4** The works shall be carried out strictly as per approved specifications and deviations, if any, shall have to be authorised by NAYARA ENERGY LIMITED /Site-in-Charge in writing
- 21.1.5** Prior to implementing deviations. the price benefit, if any, arising out of the accepted deviation shall be passed on to NAYARA ENERGY LIMITED. The decision of NAYARA ENERGY LIMITED shall be final and binding in this matter.
- 21.1.6** Vendor shall make all arrangements at his own cost to transport the required materials outside and inside the working places at respective RO locations as per plan and maintain the premises in a neat and tidy condition after completion of the job to the satisfaction of NAYARA ENERGY LIMITED. All materials in vendor scope shall be supplied by the vender at his own cost, delivered to the respective site with all arrangements made for safe storage and security. The rates quoted by the Vender should be inclusive of all royalties, rents, taxes, duties, octroi, statutory levies, if any, etc.
- 21.1.7** Unless otherwise permitted in writing by Nayara Energy Limited / Site in-charge, vendor shall not undertake any work other than the execution under this Contract at any of the NAYARA ENERGY LIMITED's premises / ROs.
- 21.1.8** Without the prior consent of NAYARA ENERGY LIMITED obtained in writing, vendor shall not be entitled to sublet, sub-contract or re-assign partly or fully any work under this Contract.
- 21.1.9** Conduits / chambers and any other civil work as required and assigned by NAYARA ENERGY LIMITED for any ROs shall be executed by the vendor at the approved rates which shall be accommodated and executed under the normal timeline by the vendor.

## **21.2 SUBLETTING OF WORK**

- 21.2.1** No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, re-assigned or sublet, by the vendor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the NAYARA ENERGY LIMITED .
- 21.2.2** At the commencement of every month the vendor shall furnish to the NAYARA ENERGY LIMITED /Site-in-Charge list of all sub-venders or other persons or firms engaged by the Bidder.
- 21.2.3** The contract agreement shall clearly specify major items of supply or services for which the vendor proposes to engage sub-vender. The vendor may from time to time propose any addition or deletion from any such list and shall submit the proposals in this regard to

NAYARA ENERGY LIMITED /Designated officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the NAYARA ENERGY LIMITED /Designated officer-in-charge will not relieve the vendor from any of its obligations, duties and responsibilities under the contract.

**21.2.4** Notwithstanding any sub-letting with such approval as resaid and notwithstanding that the NAYARA ENERGY LIMITED would have received copies of any sub-contract, the vendor shall be and shall remain solely to be responsible for the complete quality, smooth and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such subletting or sub-contracting had not taken place and as if such work had been done directly by the vendor.

**21.2.5** Prior approval in writing of the NAYARA ENERGY LIMITED shall be obtained before any change is made in the constitution of the vendor / contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled "sub-letting of works" and the same action may be taken and the same consequence shall ensue as provided in the clause of "sub- letting of works".

### **21.3 EXTENSION OF TIME**

In case if the vendor for any reason anticipates that he will not be able to complete the work within the contractual delivery/ completion date for full scope or site wise too (CDD), then vendor shall make a request for grant of 'extension of time' clearly specifying the reasons and demonstrating as to how these reasons were beyond the control of the vendor. This request shall be made well before the expiry of the Contractual Delivery/ Completion Date (CDD), and RO wise target dates. However, NAYARA ENERGY LIMITED reserves the rights to reject such requests, other than force majeure cases. Such extensions, if granted shall be supported by proper proof and reasons.

### **21.4 SUSPENSION OF WORKS**

**21.4.1** Subject to the provisions of this contract, the vendor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge for reasons recorded, '**suspend the works**' or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to suspended until the date the **suspension is officially withdrawn through a written order to re-start**. Under such circumstances, vendor shall be entitled to claim extension of time for that specific period of time the work was ordered to be suspended and neither NAYARA ENERGY LIMITED nor the vendor shall be entitled to claim for any compensation or damages on account of such an extension of time.

**21.4.2** In case of suspension of entire works, ordered in writing by Engineer-in- Charge/Site-in-Charge, for a period of 30 days, NAYARA ENERGY LIMITED shall have the option to terminate the Contract as provided under the clause for termination. Under such circumstances, vendor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.

**21.4.3** No idling or any charges will be paid by NAYARA ENERGY LIMITED during suspension of work.

### **21.5 CANCELLATION/TERMINATION OF ORDER**

**21.5.1** Refer to General Terms and conditions of this tender and conditions mentioned elsewhere also in the document. Under the following conditions, NAYARA ENERGY LIMITED reserves the right to '**cancel the PO/ terminate the Contract**' within 30 (Thirty) days' notice in writing to the vendor at any stage or time without assigning any reasons what so ever and shall not be liable to pay any compensation to the vendor for such termination

and to any losses of the vendor what so ever. Nayara Energy Limited will pay only for the works executed and handed over to the complete satisfaction of Nayara Energy Limited as per standard process.

- a) Breach of any of the terms and conditions of the PO/ Contract.
- b) Failure to comply with or commit a breach of any of the vendor's Covenants, obligations contained in the PO/ Contract.
- c) Vendor being an individual, if adjudged insolvent or a compromise is entered into by the vendor with his creditors without the approval of the Company, or if a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the vendor.
- d) Vendor, being a firm, if any member of the Franchisee is adjudged insolvent or a compromise is entered into by the firm or any member of the firm with their creditors without the approval of the Company, or a distress, execution or other process is levied upon or if a creditor takes possession of or a receiver is appointed of any part of the assets or property of the firm or any member of the firm.
- e) Vendor, being a Company or Co-operative Society, goes into liquidation whether voluntarily or compulsorily or if a distress, execution or other process shall be levied upon or if a creditor takes possession of or a receiver is appointed of any part of the property of the vendor.
- f) If the vendor /its representatives /partners / staff found indulging in any unethical practice/s or found not abiding by the law of land.
- g) Where the VSAT link at any site is down for more than a month.
- h) Where the entire Network is down, for what so ever reason for, more than a week.
- i) For above two cases (point g & h), Nayara Energy Limited will provide a cure period of maximum 30 days for the vendor to rectify the fault and make it fully operational.

## **21.6 COMPLETION OF WORK AND COMPLETION CERTIFICATE/ HANDOVER**

**21.6.1** As soon as the work is physically completed in all respects, vendor shall notify in writing of such completion to the NAYARA ENERGY LIMITED representative / PMC.

**21.6.2** The respective department / PMC will physically monitor the site continuously at HOS in terms of functionality as per scope of the work for 15 days uninterruptedly from the date of such notice /intimation. If the data or functions are observed smooth and uninterrupted continuously for 15 days to the desired level of performance, NAYARA ENERGY LIMITED site in charge shall visit the site along with vendor representative to inspect the site physically. In case, data is observed interrupted anytime within 15 days, the clock shall be reset for further trials, till satisfactory performance level is achieved.

**21.6.2.1** Defects, if any, to be rectified by the vendor.

**21.6.2.2** The date of completion.

**21.6.3** In case no defect is found and site is working smoothly for 15 days continuously the site In-charge will issue the completion / handing over / taking over certificate in the prescribed format .

**21.6.4** In case any defects are found, the site In-charge of Nayara Energy Limited will issue the

list of such defects to be completed within 24 hours and only upon completion / rectification of such defects and further trials undertaken to the satisfaction of Nayara Energy Limited, the handing over process will follow.

## **21.7 DOCUMENTS CONCERNING WORKS**

**21.7.1** All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by NAYARA ENERGY LIMITED as well as all drawings, tracings, reproducible, plans, specifications design calculations etc. prepared by the vendor for the purpose of execution of works covered in or connected with this contract will be the property of NAYARA ENERGY LIMITED and shall not be used by the vendor for any other work but shall be returned back to NAYARA ENERGY LIMITED upon the completion or otherwise of the contract.

**21.7.2** Vendor shall keep and maintain secrecy of the documents, drawings etc. issued for the execution of this contract and restrict access to such documents, drawings etc. and further the vendor shall execute a SECRECY agreement from each or any person employed by the vendor having access to such documents, drawings etc. Vendor shall not issue drawings and documents to any other agency or individual without the written approval by NAYARA ENERGY LIMITED /Site-in- Charge.

**21.7.3** Vendor shall not disclose any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written approval from NAYARA ENERGY LIMITED /Site-in-Charge. Vendor shall not take any pictures on site without written approval of NAYARA ENERGY LIMITED /Site-in- Charge.

**21.7.4** Vendor shall handover all documents, including licenses, training manual, "as built" drawings etc. at the time of HO/TO of the site.

## **22 Special conditions of Contract**

The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to the decision of the Company and the decision of NAYARA ENERGY LIMITED / Site-in-Charge will be final and binding and shall not be arbitral.

**22.1** Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Contract rates or prices will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or for any other reasons thereof and any Claims on account of such escalation shall not be arbitral.

**22.2** The quantities indicated in the tender document are approximate. The final approved quantities of the contract will be variable up to plus or minus 10% of the contract value. No revision of schedule of rates will be permitted for such quantity variations in the contract value, including variations of individual quantities, addition of new items, alterations, additions / deletions or substitutions of items and locations as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.

**22.3** The Rates quoted by the Bidder shall include Costs and expenses on all counts covering cost of materials, transportation of machine(s), tools, equipment's, labour, power, Administration charges, price escalations, profits, etc. as applicable, except to the extent of the cost of material(s), if any, agreed to be supplied by NAYARA ENERGY LIMITED and mentioned specifically in that regard in

condition of Contract, in which case, the cost of such material if taken for preparation of the vendor's Bill(s) shall be deducted before making payment of the Bill(s) of the vendor. The description given in the schedule of quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position and all other expenses necessary in and for the full and complete execution and completion of works and in accordance with good practice and recognised principles in that regard.

- 22.4** Vendor shall carry out works as per directions in the purchase order and shall not undertake on his own, any change in the specifications, quantities, process and methods against what is mentioned in the tender documents and purchase order. In case of any doubt, vendor shall refer the matter in writing in advance with sufficient time line, to NAYARA ENERGY LIMITED, and carry out such item / part of the work as per clarifications given. In case of any delay in getting such clarifications, vendor will not be entitled for any claim on any account of idle time of labour, machinery etc. In case vendor carries out the work on their own specifications and methods which are not acceptable to NAYARA ENERGY LIMITED, in such cases, the same will be required to be re-done as per the specifications provided by NAYARA ENERGY LIMITED at the vendor's risk and cost. In case of failure to re-do the work by the vendor, NAYARA ENERGY LIMITED reserves the right to get it done through any other agency entirely at the risk and cost of the vendor.
- 22.5** For the OPEX model, quoted rental rate for all items shall be inclusive of 5 Years (60 Months) from the date of handover. No additional charges will be payable to the vendor for any defect / replacement / upkeep during the Rental period of 5 years (60 Months) irrespective to the cause of the failures, especially if the equipment fails due to the power supply and other such hygiene issues as the system is supposed to be very rugged and capable to handle large variations in the power fluctuation and shall withstand with satisfactory performance under all weather conditions. Nayara Energy will provide raw power at the site and vendor shall arrange to provide necessary power protection for the VSAT equipment's at the site through CVT.
- 22.6** For the CAPEX model, quoted rate for all items shall be inclusive of hardware, commissioning and 5 Years (60 Months) CAMC from the date of handover. No additional charges will be payable to the vendor for any defect / replacement / upkeep during the CAMC period of 5 years (60 Months) irrespective to the cause of the failures, especially if the equipment fails due to the power supply, and other such hygiene issues as the system is supposed to be very rugged and capable to handle large variations in the power fluctuation and shall withstand with satisfactory performance under all weather conditions. Nayara Energy will provide raw power at the site and vendor shall arrange to provide necessary power protection for the VSAT equipment's at the site through CVT.
- 22.7** Vendor shall guarantee NAYARA ENERGY LIMITED in writing regarding the VSAT services will remain up for the period of 5 years during the contract period, from the date of acceptance of the system.

**PROJECT OVERVIEW**

**OBJECTIVE/PROJECT DELIVERABLES**

**SCOPE OF WORK**

## PROJECT OVERVIEW

Nayara Energy Limited (NAYARA ENERGY LIMITED) is a strong name in Oil Industry. Its 20 MMTPA Vadinar Refinery is the second largest single location Refinery in India and is also among the top 5 most complex refineries in the world. With changed Govt. policies Nayara Energy has been expanding its retail network in a big way to have a pan India presence. The company continues to strive for excellence with its strengths, differentiated product mix, state-of-the-art technology, excellence in execution and focus on sustainability

NAYARA ENERGY LIMITED in principle has decided to the process of setting up communication system at Retail outlets across Pan India basis. The main objective of Retail Communication System is to ensure all time connectivity between Nayara Energy Retail outlets and Nayara Energy Ltd HO

It is desired to have a unified solution from single partner PAN India to have better performance tracking and visibility. It shall have such features and services as provided by the service provider that that RO Automation system can send correct Quality and Quantity data, eliminating manual intervention, increasing the speed of transactions, promoting cashless transactions, increasing operational efficiencies etc., so as to bring the transparency in the system & services to the end user, ensuring the value for money for the customer. Also such initiative enables NAYARA ENERGY LIMITED to monitor / analyse product stock & sales of retail outlets and control retail fuel price effectively and efficiently. This also supports the enhancement of brand in addition to increase in sales of all products and services.

The overall numbers of phase 3 existing ROs and proposed new ROs is given in the Annexure B1 for the understanding the extent and area of the work. However the company reserves the right to reduce or increase the numbers at any moment of time, including completely putting up the process on hold or scrap the same at its sole discretion, without assigning any reason what so ever, and NAYARA ENERGY LIMITED will not be liable to compensate any vender for any loss or damage to them by such action.

This is important to understand the facilities which will have an interface with the automaton at some or other stage/activity while planning and executing. NAYARA ENERGY LIMITED would recommend the Bidders should have their own assessments by site visits. Bidders shall supply the system which shall be compatible to the NAYARA ENERGY LIMITED equipment's and machinery at the site.

It is proposed that the Bidders shall supply and deploy their work force across India. However for the ease of understanding and quoting the item rates, the PAN INDIA SOQ are made and enclosed as Annexure B3 to B4. The company would be free to assign the work to any Bidder at its sole discretion.

VSAT IDU unit shall be installed inside sales building available at RO, along with automation equipment. VSAT Antenna and outdoor unit to be installed on top of sales building or any other suitable location as instructed by Nayara Energy representative.

### 1. OBJECTIVE AND PROJECT DELIVERABLE

The objectives of the VSAT Communication System is summarized as follows. The same is indicative and not exhaustive.

- 1.1. Scope of the job includes but is not limited to supply, installation, implementation, commissioning, testing, observation, handing over, troubleshooting & training, Factory and Site Acceptance Test (FAT/SAT) for provisioning of VSAT equipment at Nayara Energy Limited Retail Outlets for 5 years along with CAMC including Bandwidth charges of 16kbps per site along with backhaul connectivity and provisioning of hardware, software, materials, services and support etc. for communication system of retail outlets throughout India as per approved standards , quality, make, model , procedure , methodology , timeline, practice etc. & as per appropriate rules & regulations. The

system shall be compatible for with company's Automation/ HOS / Data center / Backhaul etc., as required. The VSAT indoor system unit (IDU) will be installed inside the sales building and power point will be provided accordingly

- 1.2. Uptime: It should have 24\*7 uptime connectivity for regular data exchange between Retail outlet and Central HO sever
- 1.3. Network Coverage: The service provider should have wide coverage across geography of India. As Phase III Automation will be taking place PAN India and ROs would be situated in various different landscapes like City, Highway, Rural, Hill areas etc. The service provider shall cover most of them as unified solution.
- 1.4. Two way communication: Connectivity should be capable to provide two way communication with same bandwidth both way. It should allow to take FCC (Automation device) on remote access for any change or monitoring. Either Windows based or Linux based FCC, both case.
- 1.5. VSAT Technology: Ku band/ Extended-C band VSAT communication as per the feasibility at site. Bidder need to ensure that maximum sites to be covered with one of the above bands depending on site conditions and LOS.
- 1.6. Automation data transfer on real time and EOD from the ROs to different retail automation servers placed at Nayara Data centre/HO
- 1.7. Loyalty transactions from the RO to Nayara Loyalty Server
- 1.8. Credit/Debit card transactions from ROs to the Bank server
- 1.9. Vendor has to ensure that VSAT network latency does not increase beyond 800ms at any point of time from remote VSAT to Nayara Data Centre/bank/loyalty server under no load condition. In case of dispute, decision of Nayara energy will be final.
- 1.10. Quick implementation: Material delivery, implementation of devices and configuration with Nayara Energy HO server, should be fast and easy
- 1.11. Scalability: In future, if required, equipment should have capability to handle adequate bandwidth to provide accessibility of RO images or live footage of CCTV cameras installed at ROs, to respective dealer or Nayara Energy team, as per requirement
- 1.12. Data Security: It should be secured connection and data protection should be guaranteed while transmitting between Retail outlet and Nayara Energy HO. For enhanced security, UTM(Unified threat management device) to be installed at vendors HUB and manage by vendor
- 1.13. Monitoring: It should be pro-actively monitored by service provider and in event of failure respective action should be taken
- 1.14. Central Dashboard: There should one central dashboard for live status of sites. The dashboard should be configured in terms of appearance, data to be displayed, format or site visibility required by Nayara Energy
- 1.15. Alarms: Respective alarms should be triggered to Nayara Energy with failure and action details
- 1.16. Private IP: The RO where automation system is installed should not be hosted on public IP. It must be on private IP only (Closed User Group).



- 1.17. Voltage Fluctuation Protection: The devices used should have capability to handle voltage fluctuations at site, desired to have in-built SMPS or external adopter to prevent failure of primary device. Raw power will be provided at the site, vendor shall provide necessary power protection for the VSAT device at the site through CVT.
- 1.18. Surge Protection: Devices should have in-built or external surge protection or to prevent equipment failure.
- 1.19. Hardware used shall be of industry standards and grade and shall have the ability to work efficiently under various typical conditions like
  - Temperature : -25 to +60 degree C
  - Humidity : 0-95%
  - Input voltage range: 100 V to 300 V
  - Protocol : Industry Standard Protocol
- 1.20. Battery Backup (optional): Minimum of 30 minutes in case of power failure, of the devices being used for connectivity. It's an optional component that may be supplied by vendor to increase the life of VSAT equipment.
- 1.21. SLA: Connectivity of site should have defined SLA in the event of failure like L1, L2 or L3, Escalation matrix should be shared with Nayara Energy to meet SLA
- 1.22. Managed Service: End to end managed services with uptime guarantee with visibility to Nayara Energy team
- 1.23. Automated Reports: Automatic and system generated uptime and downtime reports to be shared on monthly basis with Nayara Energy and respective action or resolution timeline mentioned in it.

**2. Service Level Agreements**

- 2.1. **Installation period:** While Nayara Energy Limited will make all attempts to avoid any delays on their part. Vendor to ensure timely material delivery and commissioning of sites. Ordered quantity should be deployed within defined period. The Date of commencement for this purpose shall be considered as mentioned in PO. For ROs where service has not been activated within defined period, Nayara Energy Limited reserves the right to cancel the Contract or charge penalty for those sites.
- 2.2. **Connectivity Uptime SLA:** Bidder to achieve quarterly uptime of minimum 99% for connectivity of each VSAT location separately. Unavailability of service partial or full shall be treated as downtime.
- 2.3. **Pro-active Monitoring:** Bidder is required to pro-actively monitor the uptime of network and initiate corrective action without waiting for call logged from Nayara Energy Limited in case of any loss in connectivity. Bidder is also required to maintain a minimum uptime of 99% for the connectivity at any RO individually.
- 2.4. **Observation and analysis period:** Quarterly analysis will be done by Nayara Energy Limited HO team to check, if uptime SLA meeting or not on individual ROs
- 2.5. **Resource mobilization & resolution SLA:** Bidder to ensure that the repair /replacement of VSAT is done within reasonable time to meet the uptime of connectivity. The Bidder to mobilize their resources within 24 hrs for replacement parts / equipment's etc. & to resolve the call from the time the call is logged in Portal or call center. Bidders in their own interest are advised to resolve each call logged at the earliest, without waiting for the maximum time defined here

**3. BANDWIDTH REQUIREMENT**

- 3.1. In Phase I and Phase II, average consumption per site is observed total 300-400 MB of data, including downloading and uploading. Current bandwidth is 64kbps per site and data transfer is once a day.
- 3.2. In Phase III, since data will be real time communicating with HO server, packet size will be comparatively low. Hence bandwidth less than 64kbps will also work. Hence 16 kbps can be used from TDMA pool.
- 3.3. For remote access of BOS system at any RO Bandwidth pooling feature will be required where bandwidth can be pooled from unused bandwidth of other sites. Because minimum 1mbps bandwidth will be required to operate any system on remote smoothly.
- 3.4. The VSAT/Connectivity Bandwidth is to be configured in multiple channels and should have provisions to have different in-route/Out-route for ROs as per NAYARA instructions from time to time.

**4. SCOPE OF WORK (BIDDER / VENDOR):**

- 4.1. The brief scope of the work is defined as below-
  - 4.1.1. Study and understand the details of retail outlet site conditions and required measurements
  - 4.1.2. Understand the functionalities and business requirements expected by NAYARA ENERGY LIMITED for the communication systems.
  - 4.1.3. Understand broad and generic technical requirements of the hardware / software for the system.
  - 4.1.4. Capex with CAMAC/ Rental for Supplying, installation, testing, commissioning, configuring and handing over the communication systems completely to NAYARA ENERGY LIMITED for the contract period of 5 years
  - 4.1.5. Training and training modules. Developing and providing easy training manuals and audio visuals.
  - 4.1.6. Up keeping the system uninterruptedly.
  - 4.1.7. Complete CAMC of the System for 5 years from the date of handover.
  - 4.1.8. Charges for 16 kbps Bandwidth (CBR) per VSAT from TDMA pool along with Backhaul connectivity.
- 4.2. Provide detailed solution document with network architecture diagram and indicate details of security management, centralized monitoring and network information portal. Bidder to submit a list of all features provided by each component of the proposed solution.
- 4.3. Provide backhaul link to Nayara Energy HO from its NOC as per the necessary Bandwidth requirement. The network provided shall also provide sufficient secured internet bandwidth for maximum of 10 concurrent usage for RDP/Remote Control and QOS (Quality of Service) to be provided accordingly.
- 4.4. Provide services of installation of communication devices like VSAT including transportation, site survey, arrangement of ladder, feasibility study any clearances or approvals are in the scope of the Bidder.
- 4.5. Provide necessary power protection for the VSAT device at the site that through CVT. (Raw power point at Sales Building will be provided by Nayara Energy Limited, protection to be provided by vendor)

- 4.6. Provide minimum per site 16 Kbps secured bandwidth (CBR – Committed Burst Rate/site) from TDMA pool, whenever the data communication flow starts with site.
  - 4.7. Provide report on remote access by OEM vendors as OEM vendors may wish to access the PC installed at outlets using this network using Remote Desktop Connection (RDP).
  - 4.8. Implement complaint logging & monitoring system for logging & resolution of complaints
  - 4.9. Arrange / maintain own Network Operation Centre (NOC) / Network Management System (NMS) for checking the uptime, monitoring / maintenance of VSAT network.
  - 4.10. Maintenance of upkeep of all equipment provided by Bidder shall be the responsibility of the Bidder.
  - 4.11. Take adequate insurance cover for the equipment provided at the site against theft, fire, Natural calamities, and damages during transportation etc., as their own cost. Bidder would submit evidential proof or insurance.
  - 4.12. During the tenure of the contract, Bidder shall bear all the operational cost which include communication device re-location costs which may arise due to any issues arising with VSAT Commissioned. Any damage to Nayara Energy's property during execution of work will be attributable to the Bidder. Bidder has to replace the damaged property at their own cost.
  - 4.13. All connectivity equipment supplied and installed for EOL under this tender must be brand new. The Bidder cannot use existing / old / refurbished equipment. Bidder has to support their claim with documents like PO copy of the deployed connectivity equipment and their installation reports.
  - 4.14. Supply and lay the required length of network cables connecting communication device indoor unit to the existing router of Automation at each Retail Outlet. Cable has to be laid inside the flexible conduit/PVC to be provided by Bidder and in the scope of the Bidder. Bidder to ensure that the cabling is done with proper clamping / with conduit and is neat and structured with PVC pipe.
  - 4.15. Ensure business continuity for device connectivity for all sites and submit all relevant BCP plan documents. Bidder shall ensure that the project roll out is not hampered at any of the sites due to unavailability of allotted manpower for Nayara Energy
  - 4.16. Provide a secured network as financial transaction / nonfinancial applications not mentioned in this document shall pass through the network
- 5. GENERAL SCOPE OF PROJECT:**  
Scope of the Project includes but is not limited to supplying, installing, testing, implementing, commissioning, training, and handing over, handing over test reports, with one year warranty and four years post warranty AMC for the total solution including all hardware, software, materials, services and support etc. for communication system of retail outlets throughout India and associated Head Office System (HOS) and Control Centre on a central server accessible over internet / intranet, housed in NAYARA ENERGY LIMITED data center. All necessary cabling / wiring / sockets and allied infrastructure conforming to respective quality / standard norms are also included in the scope of this project.

**6. SCOPE OF WORK (NAYARA ENERGY LIMITED)**

- 6.1. NAYARA ENERGY LIMITED will make available the sites to the bidders to carry out the job from administrative point of view, providing site details and contact numbers of the concerned persons.
- 6.2. All site start-up / preparation activities as listed below, however vender shall read this in connection with the SOQ and other details provided elsewhere in this document, which specifies the responsibility of vender in case NAYARA ENERGY LIMITED has not done this.
  - 6.2.1. Providing Power point at sales building.
  - 6.2.2. Providing Raw Power at the RO.
  - 6.2.3. Intimating Bidder on site readiness.
  - 6.2.4. Call out and RO wise completion date.
  - 6.2.5. Planning and advance intimation for supply and execution.
- 6.3. NAYARA ENERGY LIMITED shall ensure adequate space inside the sales room for placing Indoor units and other hardware and related equipment. However, the system should be capable to meet all the desired functionalities including real- time site status viewing and data transfer, necessarily on the communication media, as provided by NAYARA ENERGY LIMITED

**7. ESTIMATED QUANTITY FOR MAJOR ITEMS:**

- 7.1. The details of quantities of all items for existing and the new ROs have been already mentioned elsewhere also in this document. The price bid is based on the estimated quantity of major items required for the entire project. However, the successful bidder shall conduct a site survey entirely at his own cost in order to ascertain the exact quantity of all the items.
- 7.2. NAYARA ENERGY LIMITED reserves the right to increase or decrease the quantities up to + or – 10% without any change in the finalized unit rates / terms and conditions. Payment will be made as per actual quantities supplied. However the company reserves the right to reduce or increase the numbers at any moment of time, including completely putting up the process on hold or scrap the same at its sole discretion, without assigning any reason what so ever and under such condition, NAYARA ENERGY LIMITED will not be liable to compensate any bidder for any loss or damage by such action.
- 7.3. Any item or services as required for providing the complete solution, irrespective of whether specifically mentioned or not in the tender document is deemed to be included in the scope of the bidder and the quoted prices shall include the same.

**8. EXECUTION AND COMPLETION**

- 8.1. NAYARA ENERGY LIMITED intends to commission automation system at all Retail Outlets spread across India in a very tight schedule. Bidder shall suitably work out the plans and capacity to execute the zone wise and mention the numbers per month they can complete / deliver / handover to the best of their capacity. The same shall be indicated in the SOQ Annexures B3 to B4. Nayara Energy Limited will decide/ finalize the allocation of the numbers to a particular Bidder based on all parameters put together. Nayara Energy Limited intends to complete all 3066 ROs by 31<sup>st</sup> Dec' 2019.
- 8.2. The completion and hand over is termed as completion of all works at site with uninterrupted network connection for 15 days for communication to the HOS. (Refer the understanding on this mentioned elsewhere in this document)

Note: for the purpose of calculating Liquidated damages on completion schedule, outlet would be treated as complete if Communication system is completed and handed over with successful data transferred uninterrupted to HOS for at least 15 days continuously.

- 8.3. If the Bidder fails to execute the work and hand over the site in time, Nayara Energy Limited will reserve all rights to re-assign their works, partly or fully to any other Bidder as deemed suitable, on the complete risk and cost of the existing Bidder and the existing bidder shall be bound to cooperate with the new Bidder and the Company in terms of any software / hardware / system know how at no extra cost or any claims what so ever.
- 8.4. List of outlets will be provided along with the PO and the kick start of the project.
- 8.5. **MECHANICAL COMPLETION:** of the entire communication system” would mean: Installation of all equipment as per approved specifications including laying of cables/ fixing of equipment, termination at both field and sales room & power supply to all equipment’s.
- 8.6. **SYSTEM POWER ON:** refers to the status when Retail communication system would establish communication link with all devices, carrying out required performance test of individual equipment and overall system to make the system ready for keeping it under “Hand holding before handing over”.
- 8.7. **HAND HOLDING BEFORE HANDING OVER PERIOD:** All power on sites shall be observed for 15 days with no physical presence of any site staff. The requisite system generated reports shall be handed over to the Company for review and further analysis and approvals.
- 8.8. During the testing period of 15 days, the entire Retail communication system in an integrated mode shall be put under trial and the complete system shall be jointly observed by the vendor and NAYARA ENERGY LIMITED region for the respective periods to ensure smooth and steady performance of each individual peripherals /sub-systems as well as the entire system for their respective performance parameters.
- 8.9. Any break in the data flow will set the clock to zero and counter of 15 days will restart. The handholding shall be treated as completed only when the CORRECT DATA flows uninterrupted to the HOS continuously for 15 days and all required features work satisfactorily to the desired level of smooth operations. On successful hand holding period, the site will be handed over to NAYARA ENERGY LIMITED.
- 8.10. On completion of “hand holding”, vendor shall submit report with detailed analysis and explanation for any aberrations to NAYARA ENERGY LIMITED office. While forwarding the Observation Report, vendor shall also issue a certificate specifying that the **“installation has been carried out by qualified and trained engineers, in compliance to the PO/ Contractual requirements for intrinsically safe system being installed at a RO”**.
- 8.11. Upon receipt of the “hand holding” reports and confirmation from vendor’s end confirming that “All Reports are correct and authentic” and subject to its acceptance, the observation period shall be declared as “Satisfactory” by NAYARA ENERGY LIMITED.
- 8.12. If the detailed analysis and explanation for any aberrations are not accepted by NAYARA ENERGY LIMITED, vendor shall repeat the “hand holding” till satisfactory performance is achieved as per the above ‘hand holding’ process.

**9. BIDDER / VENDOR's RESPONSIBILITY:**

**9.1. General Responsibility:**

- 9.1.1. Supply all equipment's and services as per the scope and the tender terms and conditions, specifications, method, quality, make and style including all deliverables as mentioned in the scope of the work in this tender.
- 9.1.2. Safe keeping the equipment's and machinery at the site during installation / implementation. The assets if handed over to the franchisee shall be properly acknowledged, however franchisee of NAYARA ENERGY LIMITED do not own any responsibility of the condition and the availability of the same at site. It shall be the vendor's responsibility to ensure the same.
- 9.1.3. The activity of physically placing / fixing the equipment lies with the bidder which shall be done in consultation with NAYARA ENERGY LIMITED. The place / location of fixing any equipment shall be as per the advice of NAYARA ENERGY LIMITED.
- 9.1.4. Bidder shall complete initial few sites as agreed by the Company and demonstrate the working of the entire system installed as per the requirement and the scope / T&Cs and deliverables. Any changes suggested by NAYARA ENERGY LIMITED shall be implemented at site at no extra cost. The mass roll out shall be done by the Bidder only after getting a clear 'go ahead' based on the final confirmation by NAYARA ENERGY LIMITED. Following functionalities to be demonstrated
- 9.1.4.1. Data Transfer to Nayara Automation Server
  - 9.1.4.2. Auto RSP update (at least Once)
  - 9.1.4.3. Real time alert generation like SMS, etc.
- 9.1.5. All activities at RO shall be done with complete safety as per the company's requirements and safety guidelines prevailing in similar industry and issued time to time. The equipment's shall have all required approvals and permissions from the appropriate authority/agency/department.
- 9.1.6. Bidder, in coordination with site Managers and local NAYARA ENERGY LIMITED authorities shall ensure uninterrupted sales activities at live sites and shall by all means comply with all safety and statutory rules and regulations.
- 9.1.7. Bidder shall deploy sufficient trained manpower to execute the works at the site in a very cordial and courteous way. Bidder's staff shall exhibit ethical practices at the site and work as per the local laws.
- 9.1.8. Bidder shall have sufficient manpower at various levels as appropriate for coordinating and implementation of the project and CAMC and the list and the organograms of the complete team / crew shall be shared with the Company along with the list of contact numbers for both, execution and maintenance. The requirement of submission of a final organogram of the nominated / executing team for the entire project is a must before the issuance of the PO. However Bidder shall provide the details of the existing organogram for information and the final structured organogram shall be submitted no later than a week of issue of PO

- 9.1.9. The assigned team for executing the complete project for Nayara Energy Limited shall be a dedicated team and bidder shall not change or replace the team leader and coordinators without prior approval of the company, at any point of time.
- 9.1.10. Bidder shall ensure that no property of Nayara Energy Limited /franchisee / third party at any work locations / ROs is damaged during execution and for any losses to the property or life while executing the works on account of unsafe working or poor work methods, bidder shall make good in rectifying the work practices and safety aspects and also compensate against the losses.
- 9.1.11. The working hours shall be normally 9 AM to 6 PM. However it will be Bidder's responsibility to coordinate with NAYARA ENERGY LIMITED and franchisee for the best suitable time to work at the particular site without hindering the routine operations of the ROs.
- 9.1.12. Bidder shall intimate the Company official well in advance where ever joint visits are required.
- 9.1.13. Bidder shall maintain the photographs of all equipment's and installation and provide to NAYARA ENERGY LIMITED in a standard PPT upon completion and handover of the work at each respective site.
- 9.1.14. All bills shall be submitted along with the required supporting document, duly signed by the NAYARA ENERGY LIMITED field staff.
- 9.1.15. Bidder shall carry out works as per the directions / instructions covered in the purchase order and shall not undertake on his own, any change in the specifications, quantities, process and methods against the tender / contractual requirements / PO. In case of any doubt, bidder shall refer the matter in writing in advance with sufficient time line to NAYARA ENERGY LIMITED, and then carry out the cleared item of work as per clarifications given. In case of delay in getting such clarifications, bidder will not be entitled for any claim on any account of idle time / labour / machinery etc. In case bidder carries out the work for such doubtful items as per his own specifications and methods which are not acceptable to NAYARA ENERGY LIMITED, in such cases, the same will be required to be re-done as per the specifications provided by NAYARA ENERGY LIMITED at the bidder's sole risk and cost. In case of failure to re-do such work by the bidder, NAYARA ENERGY LIMITED reserves the right to get it done through any other agency entirely at the risk and cost of the bidder

**9.2. Technical Responsibility:**

- 9.2.1. Communication System Bidder team members dedicated to Nayara Energy shall be entirely responsible for the smooth and on-time project roll out, ensure committed delivery on the project rollout front and arrange clearances and necessary approvals from Nayara Energy Limited or any authority for this purpose. Maintain the correct and updated database with the relevant details of all the Retail Outlets where connectivity is to be rolled out.
- 9.2.2. Ensure manpower availability on field to attend any complaint logged or in case network is down and required site visit. Ensure that each and every complaint is closed with satisfactory solution. Ensure committed delivery on the network uptime front.

- 9.2.3. Ensure compliance of the Contract and SLAs through supervising the performance of other personnel of the Bidder involved in service deliveries etc. Co-ordinate for troubleshooting, call logging and resolution of logged call tickets.
- 9.2.4. Publish Daily/Weekly/monthly uptime reports as required by Nayara Energy Limited team on RO basis, share daily call log reports, network uptime, etc., Responsible for all technical issues concerning the network and the hardware.
- 9.2.5. Responsible for the smooth network functioning without congestion, and downtime and pro-actively make telephone calls to each and every RO where connectivity is down and make all arrangements to ensure the same is working smoothly. Attend to direct phone calls, emails, SMS or any form of messages from Nayara Energy Limited respective field officers on a day to day basis.
- 9.2.6. Ensure that a complaint once logged is closed under any circumstances whatever may be the reason and the same is resolved. Contact Retail Outlets end users to understand the problem if there is any fault finding.

### **9.3. UPKEEP OF THE SYSTEM**

- 9.3.1. Maintain the whole system on an on-going basis, during the contract period of 60 months and ensure all materials / parts / services as required are included in the scope of the work at no extra cost to NAYARA ENERGY LIMITED.
- 9.3.2. The terms & conditions indicated in annexure -5 Format for CAMC shall be read in conjunction with this clause.
- 9.3.3. Provide service support during agreed business hours as per SLA, as and when required, besides such other support like a 24/7 telephonic assistance, complaint logging and ticket generating, as may be required so that the system operates on a continuous basis. Vendor shall follow NAYARA ENERGY LIMITED Control Centre / HOS, web based system for resolution of complaints. The closure date of complaint shall be taken from the control centre for resolution if the same is not accepted by NAYARA ENERGY LIMITED.
- 9.3.4. Bidder shall be the single point contact for NAYARA ENERGY LIMITED for all support related issues with respect to hardware / software installed by bidder. If any third party help is required in resolving any issue, it will be the sole responsibility of the bidder to arrange for such help.
- 9.3.5. Bidder shall provide Service Level Agreement (SLA) for the system as detailed elsewhere in the document. However the main SLA still remains in defining that no ROs shall not have down time more than 1% calculated over a period of one year. Bidder shall develop the required manpower and back up assistance including spare parts. However all minor/ software issues shall be resolved online/remotely.

Note: Quoted rate for all items shall be inclusive of 60 Months contract period. No charges will be payable to vendor for any defect / replacement / upkeep during the Contract period irrespective to the cause of the failures, especially if the equipment fails due to the power supply and other such hygiene issues.



9.3.6. Bidder shall guarantee NAYARA ENERGY LIMITED in writing regarding the VSAT services confirming on an 'up time' for the period of 5 years during the contract period from the date of acceptance of the system.

#### 9.4. TRAINING

9.4.1. Complete relevant Training shall be imparted by the vendor as detailed to the franchisee, Company staff and the RO staff, such that they have complete ease of operation covering following points and also shall develop the training manuals and PPTs to hand over one set per RO. It shall include the details of-

- a) Equipment identification
- b) Dos and Don'ts
- c) Reports
- d) Orders
- e) MIS
- f) Complaints and resolution. Details of complaint cell/escalation
- g) Minor issue resolutions
- h) Alarm understanding handling

9.4.2. Vendor shall undertake to train nominated officers / staff of NAYARA ENERGY LIMITED and NAYARA ENERGY LIMITED Dealers in following areas so as to make the participants fully familiar with the system and its operation:-

- a) General design & system Engineering.
- b) Operating system software, application software, relevant RDBMS/SQL database management system.
- c) Computer system hardware used.
- d) Design criterion, specification, testing, functional aspects & installation of all other sales room mounted & field mounted equipment.
- e) Operation & maintenance of individual equipment & overall system.
- f) Trouble shooting.

9.4.3.1 day induction training followed by hands-on Training to outlet employees at each outlet to be imparted by the vendor to make the employees fully conversant with the system and its operation / maintenance / troubleshooting features at the time of commissioning of the system i.e., before or during "Observation Period". Vendor shall develop and submit the training module to NAYARA ENERGY LIMITED for approval.

9.4.4.1 day program in each of the Zonal Offices for around 20-30 officers of NAYARA ENERGY LIMITED to familiarize the entire solution including troubleshooting etc. before the start of Observation Period/SAT. Training programs shall be structured to cover all equipment's, software, maintenance aspects etc. with distribution of relevant manuals. In the event, single vendor executes the job for multiple categories, 1 such training programme shall be conducted by the vendor per Regional Office (in whichever Regions, vendor shall be awarded the job) for respective categories shall suffice.

9.4.5. Vendor shall submit all training modules to NAYARA ENERGY LIMITED and seek necessary approvals.

**9.5. TECHNOLOGY UPGRADATION**

9.5.1. Whenever any technology up gradation comes up in the market, bidder shall be obliged to share the same with the Company and if agreed by the Company, shall implement the same at the said locations, on trial basis at no extra cost. If it is found to be beneficial on long term and also approved by Nayara Energy Limited, the new technology may be applied across all ROs. However the same shall be companies prerogative to go ahead with the new technology or not.

9.5.2. Bidder shall provide full co-operation to third parties / other concerned vendors of NAYARA ENERGY LIMITED for maintaining / supporting the equipment installed by them and already interfaced to Retail Automation System.

**9.6. MATERIALS/ EQUIPMENT**

9.6.1. Vendor shall obtain prior approval of materials / equipment's including its make etc. (before its purchase and its actual usage) from NAYARA ENERGY LIMITED. All facilities for prior inspection of materials and subsequent inspection of work by NAYARA ENERGY LIMITED shall be made available by vendor.

9.6.2. If vendor supplies defective / sub-standard materials to site, it shall be the responsibility of the vendor for its removal and disposal of the same at his own cost. NAYARA ENERGY LIMITED shall not entertain any claim from the vendor in this account. In case vendor fails to remove / dispose of such materials within 30 days from the date of communication, NAYARA ENERGY LIMITED reserves the right to dispose such materials at the entire risk and cost of the vendor.

9.6.3. NAYARA ENERGY LIMITED reserves the right to increase / decrease the tendered quantity / no of outlets .Any claim by vendor for compensation or damages on account of these shall not be entertained

9.6.4. Detailed measurement of works carried out shall be jointly taken by the Bidder and NAYARA ENERGY LIMITED engineer at every stage of work before proceeding to the next stage. Entire works shall be carried out under the supervision of the authorized representative of NAYARA ENERGY LIMITED.

9.6.5. It shall be vendor's responsibility to ensure timely procurement of all materials / equipment etc. Any delay due to non- availability of any materials / equipment will not be entertained by NAYARA ENERGY LIMITED.

9.6.6. The responsibility of the materials and equipment supplied or installed by the vender (till they are installed and handed over) will remain under the vendor's custody and responsibility and any claim of whatsoever nature due to any loss or otherwise will not be entertained. Vendor shall handover the completed job in its entirety in line with detailed scope defined in the subject Purchase Order / contractual deliverables.

**9.7. MEASUREMENTS & QUANTITY ASSESSMENT:**

All works shall be measured as per the procedure laid down in relevant standards / contract document and final payment shall be made as per the single measurable of successful establishment of VSAT connectivity at Site and establishment of connectivity with HOS.

**DOCUMENT SUBMISSION FOR ISSUANCE OF FINAL ACCEPTANCE CERTIFICATE/  
HANDING OVER OF SITE:**

For the purpose of above the following documents will be deemed to form the completion documents, with Dispatch documents and Bills:

1. Original copy of Inspection Certificate
2. List of all communication related materials supplied.
3. Vendor shall submit Tax Invoice clearly showing the GST amount on the bills.
4. Vendor shall also mention Excise Registration No on its invoices and its rates should be inclusive of GST etc.

**9.8. PROGRESS REPORT OF WORK AND WORKING METHODOLOGY:**

Vendor shall report and submit progress report of the work weekly to NAYARA ENERGY LIMITED. Vendor shall make available an ONLINE, Web based project monitoring tool or as approved by NAYARA ENERGY LIMITED in order to have complete transparency of the project and the status right from site survey to billing and handing over of the site. This will ensure the speedy progress of the project and will ensure there is no delay at any stage of approvals, document submissions etc. Vendor shall present the monitoring system and working methodology for Approvals of Nayara Energy Limited before award of the PO/ Contract.

Vendor shall work in complete coordination with the franchisee, NAYARA ENERGY LIMITED staff, suppliers, TPI, PMC and other vendors.

**9.9. WORKING AT RETAIL OUTLET (RO):**

**9.9.1. Operating / Existing Retail Outlet:**

9.9.1.1. When the work is required to be performed in the working Retail Outlets, the progress of work is likely to be interrupted on account of the operations of the site. The work may at certain times have to be stopped on the instructions of our site representative. Under such circumstances, vender shall co-operate with NAYARA ENERGY LIMITED to avoid hindrance to the operations of the site. The working hours shall be adjusted as per the directives of NAYARA ENERGY LIMITED's representative, from time to time.

9.9.1.2. Along with works covered under this tender, tank modification works / other civil jobs (as applicable) may also be carried out simultaneously by other vendors. The Communication system vendor shall extend full co-operation to the other vendors and the works shall be executed in such a way as not to affect the progress of works. Any damage caused shall be rectified by the respective vendor at his own risk and cost.

9.9.1.3. The stoppage of work due to any reasons mentioned above shall not entitle the vendor for any claim of compensation whatsoever for idle labour / machinery etc. during such interruptions. The work at the existing ROs shall be done in complete coordination with all agencies.

**9.9.2. Working At Under Construction ROs:**

When the work is required to be performed at the under construction Retail Outlets, vendor shall ensure fool proof planning and completion of the works as any delay in execution and hand over will delay the OTP of the RO. Any such delays will be quantified by Nayara Energy Limited at its sole discretion and appropriate penalty would be levied on the vendor.

**9.10. DAMAGE TO EXISTING FACILITIES**

Vendor shall ensure that the existing infrastructure at the RO is not damaged at all. If any damage is caused to existing facilities while carrying out the work, shall be made good by the vendor to

NAYARA ENERGY LIMITED's entire satisfaction at his own risk and cost with in the advised time frame. Till such damages are not made good, the work will not be treated as complete and no HOTO of the facilities will be done.

**9.11. COMPLETION OF WORKS**

9.11.1. Acceptance of a facility(s) by NAYARA ENERGY LIMITED does not constitute final completion of the contract. The contract shall be deemed to be executed in full and final measurement certified only when the vendor has fully discharged all obligations in terms of all contract documents including submission of copy of licenses, training to the franchisee / staff and NAYARA ENERGY LIMITED officials, approvals, brochures, guarantee cards ,escalation matrix etc.

9.11.2. If vendor fails to achieve the targeted timelines or delays the completion of the targeted works, NAYARA ENERGY LIMITED shall reserve all rights re-assign the balance scope of the work to any alternate vendor as deemed suitable of NAYARA ENERGY LIMITED choice at the complete risk and cost of the existing vendor and the existing vendor will not have any right to claim any amount / losses due to reduced scope .It should also be noted that the appropriate penalty clause will also be applicable in such circumstances.

**9.12. MATERIAL SECURITY AT SITE / ROs:**

9.12.1. NAYARA ENERGY LIMITED and its franchisees will not be responsible for any loss / theft / damage of any equipment / material supplied by the vender at any RO. It shall be the vendor's sole responsibility to ensure safe storage and security of all the supplied Equipment / Materials at respective sites risk and cost. NAYARA ENERGY LIMITED will be responsible only for the installed and handed over assets / system duly certified and accepted.

9.12.2. Vendor may, at their sole discretion insure their material during packing & forwarding, transportation, loading / unloading , stacking , handling and installing for an appropriate amount through an appropriate insurance agency to safeguard their interest.

**9.13. COMPLIANCE TO MATERIAL SPECIFICATION, BRAND/MAKE, TESTING AND CERTIFICATION**

9.13.1. The Vender shall arrange and carry out the various tests so as to confirm the specifications as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made for the same. NAYARA ENERGY LIMITED reserves the right to ask for getting the material tested at their choice of lab/authority/place/department/organization/TPI etc, for the required numbers as the specimen for the test which can be to extent of 5% of equipment's in a particular lot. If the material is imported then the Bidder shall arrange the lot report & test report from the foreign supplier / OEM. However NAYARA ENERGY LIMITED may require the adequate testing as above in Indian labs as guided by the NAYARA ENERGY LIMITED. The vendor will ensure making such reports available within the required time frame. Any delay in the test reports will be treated as the delay in the works. NAYARA ENERGY LIMITED will be free to insist such QAQC checks at any stage, before/during/after the execution of the work.

9.13.2. The vender shall not be allowed to change the make/model/specifications of any material once agreed/ approved by NAYARA ENERGY LIMITED, until unless accepted

by NAYARA ENERGY LIMITED for the betterment of the project and its execution. Such changes will not entail the cost escalation. However the vendors would be bound to offer the discount if the alternate material has proven lesser cost due to wide availability or any other reasons. The alternate material in any case would have to be superior in quality as compared to approved one.

**9.14. SAFETY PRECAUTIONS AND COMPLIANCES:**

Vendor shall be 100% responsible to comply with all general and statutory safety requirements as per the safety standards, safety policy and best practices observed by all oil companies as listed below. All cost of meeting the safety requirements including equipment / devices / PPEs / Consumables including administrative / legal etc expenses shall be borne by vendor.

- 9.14.1. Observance of all safety parameters as per NAYARA ENERGY LIMITED safety standards/safety policy and general as observed by all oil companies.
- 9.14.2. Mobilize and use all necessary safety equipment / PPEs such as safety belts, helmets and any other items as per the site / construction requirement.
- 9.14.3. Safety distance as per CCOE Rules and Oil Industry Safety Directorate shall be maintained strictly.
- 9.14.4. Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the vendor's risk and cost.
- 9.14.5. Abide by hot work permits, if required, to be taken on day to day basis from the location as per policy of NAYARA ENERGY LIMITED.
- 9.14.6. All major jobs shall be undertaken only under the direct supervision of the NAYARA ENERGY LIMITED employee / its representative / franchisee / PMC concerned. In this regard, Vendor shall inform in writing, the concerned NAYARA ENERGY LIMITED office, prior to commencement of site survey and shall comply to the instruction from NAYARA ENERGY LIMITED engineer regarding any work to be executed at the outlet
- 9.14.7. No hot work shall be carried out inside the retail outlet premises.
- 9.14.8. All conduits laid for communication cables shall be closed at both ends with proper caps/plugs.
- 9.14.9. No sooner the cables are laid and terminated, the duct ends shall be properly sealed to prevent any vapour from entering into the conduits. Proper rodent protection measures shall be taken by the Vendor.
- 9.14.10. Best safety practices shall be observed for safety of manpower working at height. Successful vendor shall follow NAYARA ENERGY LIMITED safety standards. Provision for safety line shall be made to ensure safety of people working at height during installation and O&M.
- 9.14.11. Arrange for all the Safety provisions as may be necessary for the execution of the work or as required by NAYARA ENERGY LIMITED in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case vendor fails to make the stipulated arrangements and

provide necessary facilities as aforesaid, NAYARA ENERGY LIMITED will reserve all rights to arrange for the same and recover the cost thereof from vendor.

- 9.14.12. From the commencement to the completion of the works, vendor shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case of any damage, loss or injury to the works or to any part thereof or to temporary works or to any cause whatsoever shall be repaired/ rectified at vendor's own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the contract and NAYARA ENERGY LIMITED's instructions.
- 9.14.13. In respect of all labour, directly or indirectly employed in the work for the performance of the vendor's part of this agreement, vendor shall at his own cost arrange for all the safety provisions as per relevant Safety Codes of Indian Standards, The Electricity Act/I.E. Rules, The Mines Act and such other Acts as applicable.
- 9.14.14. Vendor shall observe and abide by all fire and safety regulations of NAYARA ENERGY LIMITED. Before commencement of any construction work at site, vendor shall consult NAYARA ENERGY LIMITED's Safety Engineer or NAYARA ENERGY LIMITED and must make good to the satisfaction of NAYARA ENERGY LIMITED. Vendor shall be fully responsible to repair / rectify / replace at his own cost and risk for any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the NAYARA ENERGY LIMITED's existing property.
- 9.14.15. Vendor shall be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay the prevalent rates of Wages and observe hours of work / conditions of employment according to the rules in force from time to time.
- 9.14.16. Vendor shall be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify Nayara Energy Limited from any such lapse leading to any legal action by the Government.

**9.15. FACTORY ASSEMBLY:**

All equipment's / material / sub-systems of the equipment shall be individually tagged with appropriate / legible labels for ease of identification and traceability and packed for dispatch. Electronic control modules of plug in type shall be removed from equipment for dispatch. Other equipment wherever possible shall be fully assembled at the factory, except for necessary dispatching splits in cabinets. All equipment / material shall be inspected and certified for Acceptance prior to packing and despatch and the despatch documents shall be accompanied with all the quality records to be correlated / verification at site at the time of unloading and storage.

**9.16. WAREHOUSING & STAGING**

- 9.16.1. Vendor shall be responsible for the '**safe storage and preservation**' of all equipment and materials as per the manufacturer's guidelines / standards prescribed for each item to ensure that the site construction / installation work is not hindered on account of any flaw in the effective materials management. Vendor shall tie up with good and renounced transporters and forwarders to ensure timely delivery of the material at the site. Staging and storage / warehousing shall be adequate and in the close vicinity of the area of operation.

9.16.2. Stored equipment and materials shall be adequately supported and protected / preserved to prevent any damage/ loss. Stored materials and equipment shall not be allowed to be in contact with the ground. In places that do not have dry concrete or suspended floors, materials and equipment shall be stored suitably on platforms / racks

**9.17. IMPORTS (if applicable):**

9.17.1. Vendor shall import the equipment within the parameters of the Import Policy of Government of India and amendments made thereto from time to time by Government of India. Vendor shall also comply with Import Trade Policy and other relevant provisions while effecting the imports and supplying the equipment to NAYARA ENERGY LIMITED.

9.17.2. Vendor shall complete all necessary formalities to get exemption from statutory levies like, Octroi / Entry tax and other statutory payments on equipment imported. However, in case such payments are required to be made as per the law, same shall be paid by vendor and NAYARA ENERGY LIMITED will not be responsible for reimbursement thereof.

9.17.3. Vendor shall be solely responsible for coordination and follow up with foreign suppliers and other agencies to ensure timely completion of the entire work as per the schedule mentioned in the contract.

9.17.4. Import of equipment shall be made in the name of Vendor. Customs duties for import of equipment shall be paid by the vendor which shall be taken into consideration in the cost of imported equipment included in the quoted price.

9.17.5. All payments against this Tender will be made in Indian Rupee (INR) only. All items of Tender shall be quoted in INR only even for imported items.

9.17.6. NAYARA ENERGY LIMITED will not be responsible / liable at any point of time in case the vendor fails to comply / do not discharge the duty as per the import / export law of government of India or as applicable.

**9.18. FACTORY ACCEPTANCE TESTS (FAT)**

9.18.1. Before carrying out FAT, vendor shall submit QAP's of all the equipment's to NAYARA ENERGY LIMITED for necessary approvals. After approval of QAP, prototype sample of equipment's shall be submitted to NAYARA ENERGY LIMITED for its final approval.

9.18.2. Based on Pre-FAT approvals, vendor shall demonstrate functional integrity of the system hardware and software. All the agreed conclusions /remarks as mentioned in the FAT report, shall be adhered to by the vendor before its roll out. No material or equipment shall be transported until all required tests have been successfully completed and the material / equipment is **certified as 'Ready for shipment'** by NAYARA ENERGY LIMITED.

9.18.3. NAYARA ENERGY LIMITED reserves the right to involve and satisfy themselves at each and every stage of testing and shall be free to request specific tests on

equipment considered necessary, although not listed in this specification. The cost of performing the prescribed tests / certification shall be entirely borne by the vendor.

- 9.18.4. Vendor shall take note that acceptance of any equipment or the exemption of inspection/ testing shall in no way absolve the vendor of his responsibility for delivering the equipment meeting all the specified / contractual requirements.
- 9.18.5. It shall be vendor's sole responsibility to modify and / or replace any hardware or software if the specified functional parameters are not completely achieved to the desired level / satisfaction of Nayara Energy Limited during FAT.
- 9.18.6. Schedule of FAT shall be included in the vendor's proposal and vendor shall submit the detailed FAT procedure along with the FDS on receipt of LOI / PO, which will be approved by NAYARA ENERGY LIMITED after evaluation.
- 9.18.7. Vendor shall not replace any component / module / subsystem unless it has failed and a log of such failures shall be maintained during FAT. If a malfunction of module / component in a subsystem repeats, the test shall be terminated and vendor shall replace the faulty component / module. Thereafter test shall start all over again. If a subsystem fails during FAT and is not repaired and made successfully operational within 4 hours of active repair time after the failure, the test shall be suspended and restarted all over again only after vendor replaces the device and re-tests to meet the requirements of acceptable operational condition.
- 9.18.8. Pre-FAT Testing and FAT shall be carried out in two phases. The first phase shall be at OEM facility and second phase will be locally at the respective site. The minimum requirement for testing during these two phases shall be as follows
- 9.18.9. Under the first phase, Vendor shall perform tests at his works to ensure that all components function in accordance with the specification for each type of test. A test report (Pre-FAT) shall be submitted to NAYARA ENERGY LIMITED for review within two weeks of completion of this test. Following tests shall be performed by the vendor and reports shall be forwarded to NAYARA ENERGY LIMITED:
- a) Quality control test, which shall be carried out to ensure quality of all components and modules meeting the requirements.
  - b) System pre-test, which shall be physical / visual check of all modules, racks, cabinets etc.
  - c) System power-up test, which shall test functionally all hardware, racks, cabinets etc.
  - d) Functional testing.
- 9.18.10. The second phase (FAT) of testing shall be carried out systematically, fully to test the functionality of all hardware and software in the presence of NAYARA ENERGY LIMITED representatives. All subsystems shall be interconnected to simulate, as close as possible, the total integrated system. The testing shall be carried out as per approved FAT procedure. FAT date shall be finalized in concurrence with NAYARA ENERGY LIMITED



# ANNEXURES

**Annexure –A (Techno- Commercial bid)**

<u>Annexure A- Techno- Commercial bid - Vendor Information &amp; Checklist</u>			
Sr No	Vendor Details	Details as applicable / Enclosure no- Mandatory	Tick Mark for information given Mandatory (√)
1	Vendors firm Name		
2	Registered Office Address		
3	Works Address		
4	Details of the Regional office / State Offices		
A			
B			
C			
D			
4	Company's Owner Name (Name of all Partners to be provided)		
5	Company's Owner Mobile No. (Contact numbers of all Partners to be provided)		
6	Name of Key Person assigned to project		
7	Contact details Key Person assigned to project		
8	E-mail id Key Person assigned to project / Owners also		
9	Mobile No. Key Person assigned to project		
10	Establishment Year		
11	Dedicated Spare Capacity for the company (Monthly capacity- Supply & Installation commissioning & handover in terms of Number of sites )		
12	Number of Dedicated Office Staff for planning, monitoring & coordinating		

**COMMUNICATION SYSTEM FOR NAYARA ENERGY RETAIL OUTLETS**

13	Number of Dedicated field Staff for execution.		
14	Dedicated Production Capacity for month (Complete set per RO)		
15	If Company registered Vendors, since when		
16	Company Vendor Code, if already registered		
17	Number of sites of similar communication system completed for company		
18	Number of sites of similar communication system completed to Other Oil Companies- Private / PSUs in India		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
19	Number of sites of similar communication system completed to Other Oil Companies- Abroad		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
	Name of companies for which work is executed		
20	List of key Clients ( Please enclose registration and completion certificate )		
	Clients 1		
	Clients 2		
	Clients 3		
	Clients 4		
21	Any other documentation relevant		
22	PI enclose following details		
	Copy of WC/ ESIC		

**COMMUNICATION SYSTEM FOR NAYARA ENERGY RETAIL OUTLETS**

	Copy of EPF		
	Copy of MSME certificate		
	Relevant Organogram ,Enclose copy		
	HSEQ policy		
	List of Equipments		
	Any other relevant documents		
23	Financial & Taxation Compliance		
A	Complete vendor Profile ( Please submit the complete profile )		
B	PAN		
C	GST		
D	Firm registration certificate		
E	Audited balance sheet duly certified by CA & turnover for last 3 years ( Please mention Value in Rs. )		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
F	IT return of Last 3 years ( Please mention Value in Rs. )		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
G	Copies of PO/WO recently received from PSUs/Other Oil Companies with registration certificate with these companies		
	FY. 2017-18		
	FY. 2016-17		
	FY. 2015-16		
24	EMD		
A	EARNEST MONEY DEPOSIT (EMD) Amount		

**COMMUNICATION SYSTEM FOR NAYARA ENERGY RETAIL OUTLETS**

B	EARNEST MONEY DEPOSIT (EMD) Bank details		
25	Indemnity Bond from its OEM supplier for ensuring the uniform supply of the raw materials required for Communication system of company ROs for next 3 years & spares services for 7 years		
	Note : Please sign & seal each & every page of the tender/ bid document.		

**Annexure –B0 (General Description of Item)**

General Description of the items	
Sr no	Description
<b>1</b>	VSAT Equipment Capex and Opex-Rental (includes material delivery at site, installation along with the requisite IFL cable cost, all other hardware at RO and Comprehensive Annual Maintenance for the entire period of Contract )
<b>2</b>	VSAT Bandwidth rental including restricted/fenced internet bandwidth port from VSAT service provider hub) upto 16 Kbps at RO level (including Backhaul bandwidth)
<b>a</b>	It includes Supply of all the materials as per technical & functional specification and brands as mentioned in the tender documents, fixing & commissioning of all equipment's as per NAYARA ENERGY LIMITED standards & approved makes & as per the direction of NAYARA ENERGY LIMITED. And finally handing over of entire automation system to NAYARA ENERGY LIMITED to their satisfaction
<b>b</b>	Cabling should be done with proper clamping/ Conduiting, with casing /capping casing or with PVC trays of appropriate size and specifications. Power cable from power point to the indoor unit / Modem will be in vendor's scope. Cabling between Outdoor unit & Indoor unit shall be in vendor's scope.
<b>c</b>	Handing over of the system would be taken up by the NAYARA ENERGY LIMITED only when the uninterrupted communication at HOS for minimum 15 days continuously. Any break shall call for the counter to reset. This is applicable for all item being supplied and fixed by the vender, including the items here under.

**Annexure –B1 (Summary sheet for committed ROs)**

				Annexure B1
<b>Summary Sheet for all Zones - Existing RO's</b>				
<b>Sr no</b>	<b>Zone/Division</b>	<b>Total RO's</b>	<b>RO's committed by vendors</b>	<b>Total Amount Including taxes</b>
1	SOQ West-1 Existing RO	247		
2	SOQ West-2 Existing RO	402		
3	SOQ West-3 Existing RO	379		
4	SOQ East Existing RO	99		
5	SOQ North Existing RO	349		
6	SOQ South-APT Existing RO	266		
7	SOQ South-KAR-KL Existing RO	136		
8	SOQ South-TN Existing RO	188		
	<b>Grand Total</b>	<b>2066</b>		
<b>Summary Sheet for all Zones - New RO's</b>				
<b>Sr no</b>	<b>Zone/Division</b>	<b>Total RO's</b>	<b>RO's committed by vendors</b>	<b>Total Amount Including taxes</b>
1	SOQ West-1 New RO	180		
2	SOQ West-2 New RO	132		
3	SOQ West-3 New RO	161		
4	SOQ East New RO	41		
5	SOQ North New RO	68		
6	SOQ South-APT New RO	131		
7	SOQ South-KAR-KL New RO	146		
8	SOQ South-TN New RO	141		
	<b>Grand Total</b>	<b>1000</b>		

**Annexure –B2 (Zone Details)**

			<b>Annexure B2</b>
<b>Details of Zone , Division &amp; State</b>			
<b>Sr No.</b>	<b>Zone</b>	<b>Division</b>	<b>State</b>
<b>1</b>	<b>West 1</b>	Aurangabad	Maharashtra
		Mumbai	
		Nagpur	
		Pune	
		Bhopal	Madhya Pradesh
		Indore	
<b>2</b>	<b>West 2</b>	Ahmedabad	Gujarat
		Jamnagar	
		Rajkot	
		Surat	
<b>3</b>	<b>West 3</b>	Jaipur	Rajasthan
		Jodhpur	
		Udaipur	
<b>4</b>	<b>East</b>	Guwahati	Assam
		Jharkhand	Jharkhand
		Kolkata	West Bengal
		Odisha & Chhattisgarh	Odisha & Chhattisgarh
		Patna	Bihar
<b>5</b>	<b>North</b>	Haryana	Haryana
		Punjab	Punjab
		UP Central	Uttar Pradesh
		UP East	
		UP West	
<b>6</b>	<b>South-APT</b>	Hyderabad	Telangana
		Tirupati	Andhra Pradesh
		Vijayawada	
<b>7</b>	<b>South- KAR/KL</b>	Bangalore	Karnataka
		Belgaum	
		Mangalore	
		Cochin	Kerala
<b>8</b>	<b>South- TN</b>	Chennai	Tamilnadu
		Coimbatore	
		Madurai	



**Annexure –B3 (SOQ Existing & New RO's) – OPEX Model**

Schedule of Quantity for NAYARA ENERGY LIMITED Retail Outlets							Annexure B3
PAN INDIA							
Scope - Existing & New RO's							
Sr no	Description of item	Quantity	Unit of Measure	Unit Rate	Total Amount	Taxes %	Total amount including taxes
A	VSAT Equipment Rental (includes material delivery at site, installation along with the requisite IFL cable cost, all other hardware at RO and Comprehensive Annual Maintenance for the entire period of Contract )	3066	Nos				
B	VSAT Bandwidth rental including restricted/fenced internet bandwidth port from VSAT service provider hub upto 16 Kbps at RO level (including Backhaul bandwidth)	3066	Per Month				
C	Suitable Backhaul connectivity charges from vendor's HUB/NOC to NAYARA ENERGY LIMITED Data centre at Mumbai.	1	Nos				
D	<b>Grand Total for 60 Months Duration</b>	60	Months				

**Note :**

1	Under Rate Unit items, pl quote Rates only .pl do not write total amount etc.
2	Rate quoted shall be inclusive of all components viz. basic cost of supply, fixing, commissioning, testing & handing over + transportation rate to NAYARA ENERGY LIMITED sites+ Transit insurance rate + 3rd party inspection rate+ rate for loading/unloading + any other costs etc.
3	The rates shall be including the Rental cum CAMC for 60 months
4	Under heading Taxes please quote only GST as applicable in percentage.
5	Vender shall mention the capacity of completing the number of ROs per month/zone wise
6	The installation instructions shall be referred from the annexure B0

<b>Vendor Name</b>	<b>capacity of executing and handing over</b> .....ROs/month
<b>Vendor Signature &amp; Seal</b>	<b>Total months to complete above scope</b> .....months
<b>Date</b>	

**Annexure –B4 (SOQ Existing & New RO's) – CAPEX Model**

Schedule of Quantity for NAYARA ENERGY LIMITED Retail Outlets							Annexure B4
PAN INDIA							
Scope - Existing & New RO's							
Sr no	Description of item	Quantity	Unit of Measure	Unit Rate	Total Amount	Taxes %	Total amount including taxes
<b>A</b>	Supply and installation of VSAT Equipment (includes material delivery at site, installation along with the requisite IFL cable cost, all other hardware at RO with one year warranty and on site support.	3066	Nos				
<b>B</b>	CAMC Support Post warranty from Year2 to Year5	<b>3066</b>	<b>Per Month</b>				
<b>C</b>	VSAT Bandwidth rental including restricted/fenced internet bandwidth port from VSAT service provider hub upto 16 Kbps at RO level (including Backhaul)bandwidth)	<b>3066</b>	Nos				
<b>D</b>	Suitable Backhaul connectivity charges from vendor's HUB/NOC to NAYARA ENERGY LIMITED Data centre at Mumbai.	1					
<b>E</b>	Grand Total for 60 Months Duration	60	Months				

**Note**

:

<b>1</b>	Under Rate Unit items, pl quote Rates only .pl do not write total amount etc.
<b>2</b>	Rate quoted shall be inclusive of all components viz. basic cost of supply, fixing, commissioning, testing & handing over + transportation rate to NAYARA ENERGY LIMITED sites+ Transit insurance rate + 3rd party inspection rate+ rate for loading/unloading + any other costs etc.
<b>3</b>	The rates shall be including the Rental cum CAMC for 60 months
<b>4</b>	Under heading Taxes please quote only GST as applicable in percentage.
<b>5</b>	Vender shall mention the capacity of completing the number of ROs per month/zone wise
<b>6</b>	The installation instructions shall be referred from the annexure B0

<b>Vendor Name</b>	<b>capacity of executing and handing over</b> .....ROs/month
	<b>Total months to complete above scope</b> .....months
<b>Vendor Signature &amp; Seal</b> <b>Date</b>	

**Annexure –B5 Spare Part Price List**

Schedule of Quantity for NAYARA ENERGY LIMITED Retail Outlets						Annexure B4
Spare Part Price List						
Sr no	Main Component	Part of Main Component	Unit of Measure	Unit Rate	Taxes %	Total amount including taxes
<b>1</b>	<b>Communication System</b>		Nos			
a	Antenna Dish		Nos			
b	Antenna stand and frame		Nos			
c	Transmitter		Nos			
d	Feed Horn		Nos			
e	Cable Connector RG 6		Nos			
f	Cable Connecto RG 11		Nos			
g	Communication cable (Rx & Tx Cable)		Meter			
h	Modem		Nos			
i	Power Adapter for Modem		Nos			
j	Power cable for adapter		Meter			
k	LAN Cable between modem & automation system		Meter			
l	Weather Proof Insulation		Nos			

**Note**  
:

- 1** Vender has to give the name of items & shall quote against each & every main component as well as the spares/ part of that main component
- 2** Rate shall be valid for 3 years after one year post CAMC period.
- 3** Under Rate Unit items, please quote Rates only .please do not write total amount etc.
- 4** Rate quoted shall be inclusive of all components viz. basic cost of supply + transportation rate to NAYARA ENERGY LIMITED sites + rate for loading/unloading etc.,
- 5** Under heading Taxes please quote only GST as applicable in percentage.
- 6** In case of vendor is proposing the communication system which is not meeting the power input voltage criteria & internal surge protector, The appropriate & adequate surge protector and CVT shall be provided by the vendor along with the communication system. And the cost of surge protector & CVT shall be included in the rate of communication system

**Vendor Name**

**Vendor Signature & Seal**  
**Date**

**ANNEXURE – 1**

**ORGANISATION DATA TO BE SUBMITTED BY BIDDER/VENDER WITH TENDER.**

**NAME OF ORGANISATION**

**ADDRESS**

**CONTACT PERSON**

**TELEPHONE NUMBERS**

**FAX NUMBERS**

**E-MAIL ADDRESS**

**CELL PHONE NUMBER**

---

**SEAL, SIGNATURE & NAME OF THE VENDER**

**ANNEXURE – 2**

**COMPLIANCE TO BID REQUIREMENT**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents for subject work issued Nayara Energy Limited.

We hereby further confirm terms and conditions mentioned in our un-priced as well as priced part shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER/VENDER: \_\_\_\_\_

NAME OF BIDDER/VENDER: \_\_\_\_\_

COMPANY SEAL: \_\_\_\_\_

**NOTE: In the event of bidder/vender's deviation to any of the technical, commercial and other conditions as stipulated in the bidding document, bidder/vender to fill up the Details of EXCEPTIONS AND DEVIATIONS or State as Nil Deviations.**

-----  
**SEAL, SIGNATURE & NAME OF THE VENDER**

**ANNEXURE – 3**

**DECLARATION NON BLACKLISTED / NON BANNED PARTY**

WE CONFIRM THAT WE HAVE NOT BEEN BANNED OR DELISTED BY ANY GOVERNMENT OR QUASI GOVERNMENT AGENCIES, OTHER PRIVATE OIL COMPANIES OR PSUs IN INDIA OR ABROAD.

-----  
**SEAL, SIGNATURE & NAME OF THE VENDER**

**ANNEXURE – 4**

**DECLARATION CONFIRMING THE ABSENCE OF ANY CONFLICT OF IINTEREST\***

**Date:**

**To:**

Chief Compliance & Risk Officer  
Nayara Energy Limited

**Subject:** Declaration confirming the absence of any conflict of interest

**Ref:**

I, the undersigned ..... authorised representative of ..... [Full name of the vender], submitting a tender in respect of call for tender number ....., confirm:

- That I do not have any conflict of interest in connection to the contract. A conflict of interest may arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that I will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;
- that I have not made, and will not to make, any offer of any type whatsoever from which an advantage can be derived under the contract;
- that I have not granted, sought, attempted to obtain or accepted and will not grant, seek, attempt to obtain, or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract;
- that I understand that the Company Executive(s) / Committee(s) reserves the right to verify this information and that I am aware of the consequences which may derive from any false declaration in respect of the information required by the awarding body as a condition of participation in the contract procedure.

-----  
**SEAL, SIGNATURE & NAME OF THE VENDER**

**ANNEXURE – 5****Rental cum COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**

**(Note: The guidelines/ terms & conditions given below are indicative. The detailed Rental cum CAMC conditions would be provided to the successful bidder)**

This Rental and Comprehensive Annual Maintenance Contract hereinafter referred to as (CAMC) is made on this day of (month & year) between -----(hereinafter referred to as Vendor, which expression shall, unless repugnant to the context, include its successors and assigns) and M/s. Nayara Energy Limited, a company incorporated under the Indian Companies Act, 1956 and having its Registered Office at Nayara Energy Limited, Equinox Business Park (Peninsula Techno Park), Off Bandra Kurla Complex , LBS Marg, Kurla (W), Mumbai-400070, Maharashtra, India (hereinafter referred to as NAYARA ENERGY LIMITED , which expression shall, unless repugnant to the context, include its successors and assigns) for maintenance, repair and service of the Retail Automation System installed at nos. of NAYARA ENERGY LIMITED retail outlets & associated controlling office system.

The Vendor agrees to provide the following services arising out of wear and tear during usage of the system at the outlets, at any given location with the existing environment & handling of equipment. The CAMC will be comprehensive and will include services, cost of spares & accessories, travel, lodging /boarding, communication & any other expenses including all. The following shall be part of CAMC.

**1. PREVENTIVE MAINTENANCE**

The vendor's service representative may visit the sites for carrying out preventive maintenance on all the equipment's installed at sites as part of Retail Communication System.

This includes maintenance of all mechanical, electrical and electronic parts/sub-assemblies installed as part of retail communication. The preventive maintenance report will include the activities mentioned ahead in the document. The preventive maintenance report shall be signed by the authorized representative of the retail outlet.

PM schedules shall be updated and inform NAYARA ENERGY LIMITED regional office about the status of site through report submission on a monthly basis.

**2. BREAKDOWN MAINTENANCE**

2.1 The Vendor will carry out all breakdown maintenance after receiving information (written or oral) from Control Center (CC) or NAYARA ENERGY LIMITED. The Vendor/Vendor's authorised service representative will carry out the required repairs of the retail communication system after receiving complaint and update the status after attending to the problem. Vendor to provide details of Central email id as well as common number for sending E mails and SMS. Further communicating to vendor's engineer is in the scope of vendor.

2.2 The Vendor shall maintain adequate spares as may be required as inventory in all the Regions & as required to be maintained on the basis of the geographic spread of the sites. Whenever the lead arranging availability of critical spares is high, the vendor shall ensure keeping adequate inventory of such spares so as to minimize system downtime (< 2 days) and also to meet the agreed SLAs (to be decided).

The stock of critical items will be in possession / custody of vendor service engineers but to be physically located at NAYARA ENERGY LIMITED office or at a safe place directed by NAYARA ENERGY LIMITED Office. Monthly inventory list may be given to NAYARA ENERGY LIMITED office. However, NAYARA ENERGY LIMITED shall not be responsible for any loss or damage during the possession. A joint review of the inventory may be carried out by the concerned Regional Office if required.



1.3 The Vendor shall also obtain all necessary statutory / safety approvals / licenses as may be applicable for all the states where they shall be providing CAMC & shall be bound to produce the same as & when required by NAYARA ENERGY LIMITED.

1.4 NAYARA ENERGY LIMITED will not be paying any amount whatsoever or arrange any spares, licenses & services to the vendor during the warranty & CAMC. All liabilities due to non-compliance of licenses will be on account of bidder

## 2. SERVICE HOURS / SLA

2.1 Breakdown calls are those, which hinder / stop the normal operation of the outlet or of the automation system due to one or more components failure, installed therein. These can also be of the nature, which can lead to permanent damage to some major parts of the equipment.

2.2 Breakdown maintenance calls will be attended as mentioned below:  
Breakdown maintenance shall be called as critical requirements. List of critical equipment's shall include all parts installed at each site, including all associated parts, cables & accessories, thereto.

2.3 The resolution time will be counted from time of complaint logged by company/ franchisee. The availability of the system shall be ensured 98% per VSAT. The down time beyond this will call for the appropriate penalty.

2.4 Penalty will be calculated as per below formula

VSAT Uptime/ Penalty clause per Site (Warranty, CAMC and Opex Period)

Period of calculation: Quarterly (90 Days)

**Uptime Requirement: 98%**

**VSAT/Automation Penalty clause per Site (Warranty, CAMC and OPEX Period)**

### **Penalty Criteria:**

- Downtime is the time lost for individual site from the time call is logged by Nayara till the time resolution is provided.
- The downtime on account of Dealer's negligence would be excluded from penalty calculations. Only the downtime occurring due to vendor's negligence/ hardware failure/issues would be considered for imposing penalty.
- Up time between 98-95% will attract penalty of 25% of CAMC/Rental Charges for particular site.
- Up time between 95-90% will attract penalty of 50% of CAMC/Rental Charges for particular site.
- Up time below 90% will attract penalty of 100% of CAMC/Rental Charges for particular site
- Penalty of Individual site is capped to full outflow of CAMC /Rental Charges for the period of calculation (Quarter)

The downtime on account of Dealer's negligence would be excluded from penalty calculations. Only the downtime occurring due to vendor's negligence/ hardware failure/issues would be considered for imposing penalty.

2.5 Vendor shall submit the system generated uptime report to company on monthly basis.

Note: During warranty / post-warranty Rental Cum CAMC period, if any of the hardware & software has to be replaced by a make / model other than the ones existing at a particular location or by the ones other than those from among the acceptable basket of makes / models, due to reasons like being end of life for the product, unavailability of spares in the market etc., the vendor shall take prior written approval from NAYARA ENERGY LIMITED clearly stating the reasons for the same. However, the vendor shall ensure that the minimum technical specifications of such equipment supplied / installed & the overall functionality of the system shall be same as, or higher than the specifications of the equipment being replaced, at no extra cost to NAYARA ENERGY LIMITED. In such cases, all related integrations on both hardware / software front shall be at vendor's cost & responsibility.

### **3. PRICES AND PAYMENT TERMS**

3.1 The rates for this Rental cum CAMC covering both the cost of service and cost of spares shall be as per the finalized rate as in the PO.

3.2 No other extra charges whatsoever will be paid, except those related to performance of works by Vendor beyond the scope of work for Rental cum CAMC.

3.3 The Rental cum CAMC charges will be released by NAYARA ENERGY LIMITED on the basis of Bills accompanied by service reports duly signed by dealer's representative. The Bills will be submitted to concerned zonal office of NAYARA ENERGY LIMITED every 3 months.

Any dispute on the Rental cum CAMC will be handled as per 4.3 below.

3.4 Finalized prices of spare parts shall be firm for the entire period of contract.

3.5 A monthly review meeting will be held with the Vendor's regional Rental cum CAMC coordinator wherein all disputes regarding the Rental cum CAMC implementation including payments will be discussed and resolved. During the pendency of the CAMC contract, NAYARA ENERGY LIMITED shall nominate a single point of contact from NAYARA ENERGY LIMITED side, in each zonal Office, for interfacing with vendor CAMC coordinator. In the event the AMC coordinator at the zonal level does not resolve this, then the NAYARA ENERGY LIMITED head office will request Vendor for a meeting for resolving the issues. The decision of the company on any such dispute will be final & the vendor would be bound to accept the same.

3.6 The Vendor will submit the following reports every month latest by 5<sup>th</sup> of the month, to concerned zonal Office:

- 3.6.1 System generated report / call slips of all Preventive Maintenance and Break down Maintenance service reports.
- 3.6.2 Copies of History sheets shall be kept at each outlet.
- 3.6.3 Summary of Breakdown
- 3.6.4 An exception report indicating the items / parts that could not be repaired and the reason for not being able to repair the same on a weekly basis.
- 3.6.5 MIS system generated report showing complaints received vs. complaints attended/ resolved of all India level shall be sent to HO of NAYARA ENERGY LIMITED by 15<sup>th</sup> of next month.

### **4. OTHER TERMS & CONDITIONS**

4.1 NAYARA ENERGY LIMITED franchisee will provide electricity, water required for carrying out maintenance at the retail outlet free of cost subject to availability. The dealers will allow the Vendor's

engineers to work un-interruptedly at the forecourt and sales room for Preventive & Break-Down Maintenance, without hampering normal operation of outlet.

**4.2 Vendor service engineer is required to check if any un-authorized addition or service activity has been done and the same should be immediately brought to the notice of NAYARA ENERGY LIMITED Zonal/head office. This shall also cover electronics, software program and any other hardware connected to the automation system at the outlet.**

**4.3. EXCLUSIONS FROM SCOPE:**

Physical damage done to the communication equipment due to vehicle collision at the outlets or due to reasons under "Force majeure" clause is excluded. However, wear & tear of parts due to normal usage of equipment & due to power fluctuation and other such hygiene issues shall be covered under CAMC & replacements on account of same shall not be payable.

**7. TERMINATION OF CAMC SERVICES**

7.1 The company intend to give the Rental cum CAMC only to the vendor who executes the job as per the terms & conditions laid down.

7.2 The vendor would not have any liberty to terminate the Rental cum CAMC contract from their end for any reason whatsoever. The vendor would be obliged to continue the services including supply of spares uninterruptedly. In case vendor stops the CAMC services, as ascertained in terms of absence of the vendor for more than 7 days at any site / sites pending to the rectification, it shall be treated that the vendor is not interested in extending CAMC. IN such cases the company would be free to levy the appropriate penalty as per the penalty clause.

7.3 If company fails to pay the CAMC charges as per the contract, the vendor may stop the services after giving 3 consecutive notices at the gap of one month each till the payment is resorted.

**8. OPERATIONAL DETAILS**

8.1 Vendor will employ trained service engineers / technicians preferably certified by their principal OEM for the service under this AMC.

8.2 Vendor shall maintain adequate spares (critical & non critical) inventory in all Regions. Only Genuine spares of OEM should be used.

8.3 The Vendor will maintain a record of the complaints received and attended.

8.4 At each retail outlet site, history card will be maintained in the format mutually agreed between NAYARA ENERGY LIMITED and vendor. The same shall be duly filled by vendor service engineer for each visit.

**9**

**(a) ADDITIONAL SOFTWARE / HARDWARE INTEGRATIONS DURING POST- WARRANTY CAMC PERIOD:**

In case, the business requirements of NAYARA ENERGY LIMITED demand additional software development of any sort, or integration to any other software or hardware, or provision of functionalities, which do not form part of the current solution, the CAMC vendor under the contract shall liaison with the concerned OEM(s) & get the software development accomplished as per requirement at mutually agreed cost. The vendor shall be the single point of contact for NAYARA ENERGY LIMITED for all such matters, as per NAYARA ENERGY LIMITED's discretion. However, NAYARA ENERGY LIMITED shall reserve the

right to get the new hardware / software developments / integrations done by a third party. In both cases, the software shall be rolled out by the vendor at no additional cost to NAYARA ENERGY LIMITED.

**(b) EXISTING SOFTWARE / HARDWARE INTERFACES:**

The vendor shall provide full co-operation to third parties / other concerned vendors of NAYARA ENERGY LIMITED for maintaining / supporting the equipment installed by them & already interfaced to Retail Automation System, e.g. Dispensing Units etc.

**(c) SHIFTING OF COMMUNICATION SYSTEM EQUIPMENT FROM ONE LOCATION TO ANOTHER:**

Depending on the business requirement & as desired by NAYARA ENERGY LIMITED, the vendor shall have to arrange for shifting of the Retail communication system equipment from one location to another, including un- installation of all equipment at one location, physical transportation to another location & re- installation of all the equipment at another location (including all related interfaces / integrations at both software & hardware level) at the all-inclusive tender finalized rate. No charges, whatsoever, other than the approved labour charges shall be payable to the vendor. The vendor shall be fully responsible for the complete operation of all the equipment at the new location. The warranty or CAMC will continue at new location as well.

As the bidder is supposed to do the site survey at each location before shipping the hardware, in case of any technical issue like LOS arises, bidder will do material shifting at its own cost.

**10. MATERIALS / EQUIPMENT**

If vender brings defective/substandard materials to site, it shall be the responsibility of the vender for the removal and disposal of the same at his cost. NAYARA ENERGY LIMITED shall not entertain any claim from the vender in this account in case the vender fails to remove such materials within 15 days after issuing notice in writing to the vender. NAYARA ENERGY LIMITED reserves the right to dispose such materials at the entire risk and cost of the vender.

It shall be vender's responsibility for procurement of all materials/ equipment / spares etc. and no delay due to non- availability of any materials / equipment / spare parts will be entertained by NAYARA ENERGY LIMITED.

The vender shall carry out works as per directions in the order / contract. The vender shall not undertake on his own any change in the specifications mentioned in the tender documents and purchase order. In case of doubt, the vender will refer the matter in writing and the vender shall carry out the item of work as per clarifications given. In case of delay in getting such clarifications, the vender will not be entitled for any claim on any account of idling of their labor, machinery etc. In case the vender carries out the work as per his own specifications not acceptable to the NAYARA ENERGY LIMITED in such cases, the same will be required to be re-done as per the specifications given by the NAYARA ENERGY LIMITED at the vender's risk and cost. In case of failure to re-do the work by the vender, NAYARA ENERGY LIMITED reserves the right to get it done through any other agency entirely at the risk and cost of the vender.

**11 Upkeep / Sustainability:**

Vender shall guarantee NAYARA ENERGY LIMITED in writing regarding the upkeep of hardware/ software for the contract period.

Vender shall be solely responsible for coordination and follow up with foreign suppliers and other agencies to ensure adherence to SLA's as mentioned in the contract.

## 12. WORKING IN OPERATING RETAIL OUTLET

- i. When the work is required to be performed in the working Retail Outlets, the progress of work is likely to be interrupted on account of the operations of the site. The work may at certain times have to be stopped on the instructions of our site representative. Under such circumstances, the vender should co-operate with NAYARA ENERGY LIMITED to avoid hindrance to the operations of the site. The working hours will be adjusted as per the NAYARA ENERGY LIMITED's representative, from time to time.
- ii. Along with works covered under this tender, tank modification works / other civil jobs (as applicable) may be carried out simultaneously by other venders. The successful vender should extend full co-operation to the venders and the works should be carried out in such a way as not to affect the progress of works. Any damage caused should be rectified by the respective vender at his own risk and cost.
- iii. The stoppage of work due to any reasons mentioned above shall not entitle the vender for any claim of compensation whatsoever for idling of labor/ machinery etc. during such interruptions.
- iv. The work at the existing ROs shall be done in complete coordination with all agencies.

## 13. MANPOWER

- 13.1 The vendor shall be responsible for providing service / support network with adequately qualified & skilled manpower for supporting & maintaining retail automation system at petroleum retail outlets.
- 13.2 The vendor shall deploy at least one qualified service engineer for every 15 outlets. However, the vendor shall be solely responsible for manpower management so as to meet the contractually agreed SLA's.

**ANNEXURE – 6**

**BANK GUARANTEE FOR SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

Note down our Bank details to open ABG/PBG, if required.

1. Name and Address of Beneficiary Bank: - STATE BANK OF INDIA, ESSAR REFINERY BRANCH
2. Bank Code / SWIFT Code: - SBININBB623
3. Branch code: - 10189
4. IFSC code: SBIN0010189
5. Bank Account no. 30494934524
6. E mail Id- sbi.10189@sbi.co.in
7. Category of the Beneficiary Bank A/c: Current A/c

=====

**FORMAT OF "BANK GUARANTEE FOR PERFORMANCE"**

**(BANK GUARANTEE TO BE SUBMITTED BY SUPPLIER TOWARDS GUARANTEES / WARRANTEES AS PER ORDER TERMS)**

**NAYARA ENERGY LIMITED**  
 Refinery Site,  
 39th Km Stone, Jamnagar - Okha Highway,  
 Ta. : Khambhalia, Dist. : Devbhumi Dwarka.  
 Gujarat - 361 305 (INDIA)

Re: PERFORMANCE BANK GUARANTEE in respect of  
 PURCHASE ORDER No. \_\_\_\_\_  
 SUBMITTED BY \_\_\_\_\_  
 DATED \_\_\_\_\_  
 GUARANTEE No. \_\_\_\_\_ DATED \_\_\_\_\_

This Guarantee is made this \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_ BY  
 \_\_\_\_\_ (Bank Name), having its branch office at  
 \_\_\_\_\_ (Bank Address), (hereinafter referred  
 to as the "GUARANTOR OR BANK" which expression shall unless repugnant to the context or meaning  
 thereof include its successors and permitted assigns) in favour of NAYARA ENERGY LIMITED, a public  
 limited company, incorporated under the Indian Companies Act, 1956 and having its registered office at  
 Post Box No. 24, Khambhalia Post, District- Devbhumi Dwarka, 361-005, Gujarat ,INDIA (hereinafter  
 referred to as the PURCHASER which expression shall unless repugnant to the context or meaning thereof  
 include its successors and permitted assigns).

WHEREAS \_\_\_\_\_ (SUPPLIER's Name), a  
 public limited Company / private limited company/partnership/firm sole proprietor having its registered office  
 at \_\_\_\_\_ (SUPPLIER's address), (hereinafter referred to as  
 "SUPPLIER" which expression shall unless repugnant to the context or meaning thereof include its  
 successors and permitted assigns) having accepted a PURCHASE ORDER No. \_\_\_\_\_  
 dated \_\_\_\_\_ for INR \_\_\_\_\_ (INR \_\_\_\_\_ only) with  
 PURCHASER (herein after called the PURCHASE ORDER for the supply of  
 \_\_\_\_\_ for Essar Oil Ltd.(PURCHASER), Refinery Division, Vadinar, Gujarat.

AND WHEREAS under the terms of the said PURCHASE ORDER and in accordance with the other  
 conditions of PURCHASE ORDER "SUPPLIER" is required to provide PURCHASER with an irrevocable  
 bank guarantee for INR \_\_\_\_\_ (INR \_\_\_\_\_ only) being \_\_\_\_\_% of

the Basic Order Value of the said PURCHASE ORDER towards Performance Bank Guarantee valid till the end of delivery/ guarantee/warranty period.

AND WHEREAS the Guarantor at the request of "SUPPLIER" has agreed to give this irrevocable Guarantee.

NOW THEREFORE this Guarantee witnesses as follows:

1. In consideration of the aforesaid premises and in consideration of the faithful performance by "SUPPLIER" the terms and conditions of the said PURCHASE ORDER has to be guaranteed by the Bank, we, the Guarantor, hereby guarantee that "SUPPLIER" will duly comply and faithful perform all his obligation and his responsibility under the said PURCHASE ORDER failing which we, the Guarantor, do undertake to pay to PURCHASER within 3 (Three) working days of a written demand being made on us, the Guarantor by the PURCHASER and without demur, dispute or objection of whatsoever nature and without recourse or reference to "SUPPLIER" such amount or amounts as the Guarantor may be called upon to pay not exceeding in the aggregate a sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only).

2. The Guarantor hereby guarantee to PURCHASER the due compliance and observance by "SUPPLIER" of the Terms and Conditions of the PURCHASE ORDER and the Guarantor hereby undertakes, that this Guarantee shall be kept valid and binding on the Guarantor from the date of this Guarantee till \_\_\_\_\_ and shall not be terminable by notice or any change in the constitution of the Bank/Guarantor or by any other reasons whatsoever and the liability as the Guarantor hereunder shall not be impaired or discharged by any extension of the time or variations or alterations made, given, conceded or agreed with or without The Guarantor's knowledge or consent by or between the parties to the said PURCHASE ORDER

3. We, the Guarantor, also agree that we shall not change the currency of this guarantee herein given or during the period of its extension revoke the same even by giving notice to PURCHASER.

4. We, the Guarantor, will on simple written demand from PURCHASER pay to PURCHASER forthwith the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) without demur and without requiring PURCHASER to invoke any legal remedy that may be available to them to compel the Guarantor to pay the same even if "SUPPLIER" considers such demand of PURCHASER unjustified.

5. Notwithstanding anything to the contrary, PURCHASER's decision as to whether "SUPPLIER" has made any fault or defaults and the amount to which PURCHASER is entitled by the reason thereof will be binding on us and we shall not be entitled to ask PURCHASER to establish their claims under this Guarantee but, we, the Guarantor will pay the sum forthwith without any objection.

6. The decision of PURCHASER that any sum has become payable shall be final and binding on the Guarantor.

7. The Bank/Guarantor further agrees with PURCHASER that PURCHASER shall have the fullest liberty without the consent of the Bank/Guarantor and without affecting in any way the obligations hereunder to amend any of the terms and conditions of the said PURCHASE ORDER from time to time or to postpone for any time or from time to time any of the powers exercisable by PURCHASER against "SUPPLIER" and to forbear to enforce any of the terms and conditions relating to the said PURCHASE ORDER and the Bank/Guarantor shall not be relieved from its liability of reason of any failure or extension being granted to "SUPPLIER" or through any forbearance, act or omission on the part of PURCHASER or any indulgence by PURCHASER to "SUPPLIER" or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

8. In the event of cases of force majeure or in the event of recourse to arbitration / litigation according to the terms and conditions of the Purchase Order, the validity period of our Guarantee shall be accordingly extended at the request of the PURCHASER until the claims of the PURCHASER is finally settled.

9. This Guarantee shall be in addition to any other guarantee or security whatsoever that the PURCHASER may now or any way have in relation to the SUPPLIER's obligations / liabilities under and/or in connection with the said PURCHASE ORDER and PURCHASER shall have full authority to take recourses or to enforce this Guarantee in preference to the other security of securities at their sole discretion, and no failure on the part of PURCHASER shall have the effect of releasing the Guarantor from his full liability hereunder.

10. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "SUPPLIER" or Guarantor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to PURCHASER in terms thereof.

11. This Guarantee shall come into force from the date of This Guarantee and shall remain in full force till \_\_\_\_\_ (Date) or any extensions thereof. This Guarantee shall continue and hold good until it is released by PURCHASER on the application by "SUPPLIER" after completion of the period of the said PURCHASE ORDER and after "SUPPLIER" has discharged all its obligations under the said PURCHASE ORDER and has produced a certificate from PURCHASER of the due completion under the said PURCHASE ORDER. We, the Guarantor further undertake to extend the validity period of this Guarantee for any time or from time to time should it, in the opinion of PURCHASER/"SUPPLIER" become necessary for such period as requested in writing by PURCHASER with a copy to "SUPPLIER".

12. In order to give full effect to this Guarantee herein contained PURCHASER shall be entitled to act as if we, the Guarantor were your Principal Debtor in respect of all your claims against "SUPPLIER" hereby guaranteed by us as aforesaid and we, the Guarantor hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provision of this Guarantee.

13. Any notice by way of request, demand or otherwise hereunder may be sent to by telex, fax, or by post to the Bank/Guarantor addressed as aforesaid and, if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of PURCHASER that the envelope was so posted shall be conclusive.

14. The "SUPPLIER" shall bear the stamp duty in respect of this Guarantee.

15. Though this is a continuing Guarantee, our liability under this Guarantee is restricted to a sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) and our Guarantee shall remain in force until or such extended period as may be required by PURCHASER and unless a claim under the Guarantee is lodged with us within six months from the date of expiry of the Guarantee, i.e. on or before or such extended period as the case may be, all the PURCHASER's rights under the said Guarantee shall be forfeited and we, the Guarantor shall be relieved and discharged from all liability thereunder.

The Bank/Guarantor has under its constitution, power to give this Guarantee in your favor under our Memorandum and Articles of Association and Mr./Mrs. \_\_\_\_\_ who signed it on behalf of the BANK/Guarantor has the authority to do so.

This Guarantee Shall be construed in accordance with and governed by the Laws of India and shall be subject to the jurisdiction of the appropriate courts situated at Ahmedabad, Gujarat, India.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

Signature of the authorized person for and on behalf of the BANK

NOTE: Bank Guarantee for Performance to be furnished on non-judicial stamp paper of requisite value.



**ANNEXURE – 7**

**FORMAT OF INDEMNITY BOND FOR GUARANTEED PERFORMANCE**

**(To be furnished in Stamp paper as per Stamp Act)  
(At present not less than Rs. 200/- stamp paper)  
(Separate bonds to be submitted for separate manufacturers)**

This Indemnity Bond executed on the \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ with its registered office at \_\_\_\_\_ which expression shall mean and include its successors, administrators and assigns (hereinafter referred to as the 'Indemnifier' or 'Manufacturer') in favor of M/s' \_\_\_\_\_, having its registered office at \_\_\_\_\_

(hereinafter referred to as the 'Indemnified' or 'Bidder') which expression shall include and mean its successors, administrators and assigns.

WHEREAS M/S Nayara Energy Limited formerly known as Essar Oil Limited (hereinafter referred to as the 'Company') intends to get the work of 'supply, installation, testing, and commissioning, after sales services and annual maintenance after completion of warranty period as per the tender document..... Of Communication System of the Retail Outlets commissioned hereinafter referred to as "Work"

WHEREAS the Bidder has applied or intend to apply for the bid floated by the Company for the aforesaid Work.

WHEREAS the Bidder has approached the Manufacturer who has assured to supply the components, namely ..... for the said Work for specified numbers, specifications, quality, etc. as required by the Bidder in view of the bid document ref..... dated..... and subsequent Purchase Order to ensure uninterrupted and timely supply of material / equipment /components and spares till the successful completion of the Work by the Bidder, including service support in terms of spares, parts and replacement of units for an extended period of CAMC .

The Manufacturer do hereby undertakes to keep the Bidder harmless and indemnified for any claim, loss or damages which may arise out of non-observation or violation of any of the followings obligations:-

- a) Manufacturer shall maintain dedicated stock of the required materials reserved for the Bidder ,to be utilized by the Bidders only for the Work required to be carried out by Bidder as per the terms of the tender at Companies dedicated location and as per the numbers quoted in the tender or reconfirmed through the 'Bidder..
- b) Manufacturer shall declare his Production Plan to the 'Bidder' on a monthly basis who shall be prepared to accommodate 'Bidder' requirement as per the agreed delivery schedule.
- c) Manufacturer shall be bound to manufacture such specified components, spares and parts as requested by the Bidder for a period of 5 years the date of first PO issued by Company to Bidder. Manufacturer also indemnify the Bidder that they shall supply the parts and spares for the maintenance of the automation system installed by the Bidder at the company's RO for a period of 7 years from the date of the first PO. The tentative numbers for the ROs in the additional POs, and the required numbers would be shared mutually between the Manufacturer and the Bidder.
- d) The Manufacturer hereby undertakes that, in case of any dispute between the Manufacturer and the Bidder in future, due to any reasons, what so ever, the Manufacturer would extend the indemnification

herein mentioned, in favor of the company and the company shall be legally authorized to demand the above services of supply directly from the Manufacturer..

e) There shall not be any deviations in the Production / Supply plan or non-availability of materials intimated / declared at the last moment by the Manufacturer to the Bidder leading to disruption of any of the material/s, for whatsoever be the reason, will not be acceptable under any circumstances and the 'Bidder' shall reserve all rights to take appropriate action as decided by the bidders and ensure that alternative arrangement is in place to ensure that supply is not effected.

f) Manufacturer shall be fully responsible in taking adequate steps in his Production / Plan in advance for any issues / uncertainties likely to arise in the future and build confidence of the 'Bidder' in fulfilling the Performance as agreed herein...

g) In case of any situations arising out of any unforeseen circumstances, beyond the control of the Manufacturer, the Manufacturer would transfer the technology required in manufacturing the components or spare parts to the company ,for no cost, so that the Company may look for the manufacturing the required components through some other manufacturer. The Manufacturer would ensure such arrangements in the favour of the company soon after contract is awarded for the Work required by the company to the Bidder.

1. Both the Bidder and the manufacturer indemnify to the company, that they/it shall be legally bound to fulfill the above obligations in favour of the company, failing which the Company shall be free to take any legal action against the Bidder and the Manufacturers so as to make good of the company's losses.

2. Notwithstanding anything contained in the tender or PO the indemnity to be provided to 'Bidder' shall not be less than:

a) 5 years from the date of issue of Purchase Order for the material supply part.

b) 7 years, subsequently for the service support and spare parts availability, whichever is later

SPECIAL NOTE:

a. Both the parties (manufacturer and bidder) would sign the bond with their different witnesses.

b. This bond will be submitted along with the bid.

c. The manufacturer and the bidder shall sign off another bond, giving the actual numbers and PO number once the PO is issued to the bidder.

For

\_\_\_\_\_ Name of Manufacturer

Authorized Signature

\_\_\_\_\_

Designation

\_\_\_\_\_

Date & Company Seal \_\_\_\_\_

WITNESSES (FOR MANUFACTURER):

(1) \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

For

\_\_\_\_\_

Name of Bidder

Authorized Signature

\_\_\_\_\_

Designation \_\_\_\_\_

Date & Company Seal \_\_\_\_\_

WITNESSES (FOR BIDDER):

(1) \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(2) \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_