



OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan - 786602, Assam, India
FAX: 91-0374-2800533; E-mail : material@oilindia.in

A) OIL INDIA LIMITED invites Indigenous Competitive Bid (e-tenders) through its e-Procurement portal - [https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/!](https://etender.srm.oilindia.in/sap/bc/gui/sap/its/bbpstart/) for following e-tenders :

E-Tender No.	B.C Date	Material Description & Quantity
SDI1976P12 Dated 12/5/11 (SINGLE STAGE-COMPOSITE BID SYSTEM)	18.08.2011	Supply of OP CEMENT (60000 Bags)
SDI2292P12 Dated 07/6/11 (SINGLE STAGE-TWO BID SYSTEM)	18.08.2011	Supply of MPLS VPN Wide Area Network

1.0 Application showing full address/email address and documents substantiating fulfillment of eligibility criteria alongwith Tender Fee of **Rs. 1000.00** (Non - refundable) **per tender (Excepting PSUs and SSI unit registered with NSIC) by crossed D/Draft in favour of M/s Oil India Limited and payable at Duliajan only** is to be sent to **Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602** only **between 08.07.2011 and one week prior to Bid Closing date**. On receipt of requisite tender fee and subject to fulfillment of eligibility criteria, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. No physical tender documents will be provided

2.0 Eligibility criteria for issue of USER_ID and password and other details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to OIL'S e-procurement portal has also been provided through OIL's website www.oil-india.com .



OIL INDIA LIMITED
(A Government of India Enterprises)
PO : Duliajan – 786602
Assam (India)

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

Email: tuhin_roy@oilindia.in ; erp_mm@oilindia.in

TENDER NO. SDI2292P12

DATE: 07/06/2011

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM

Dear Sirs,

OIL invites Bids for the supply of **Supply of MPLS VPN Wide Area Network for interconnecting different spheres of OIL** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed at ‘**Basic data**’ under ‘**Header data**’ in Bid invitation screen. The details of items tendered can be found by clicking to ‘**Item data**’.

The tender is invited with firm price for the specified quantity. Further details of tender are given in C FOLDER as ANNEXURE 1A

The tender will be governed by:

- a) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.
- b) Technical specifications and Quantity as per Annexure – 1A.
- c) **Offers should be valid for minimum 120 days from the date of Technical Bid closing Date, failing which offer shall be rejected.**
- d) The prescribed Bid Forms for submission of bids are available in the tender document folder. Technical Checklist and Commercial Checklist vide **Annexure VI** must be filled-up and submitted along with the technical bid.
- e) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- f) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

Special Note:

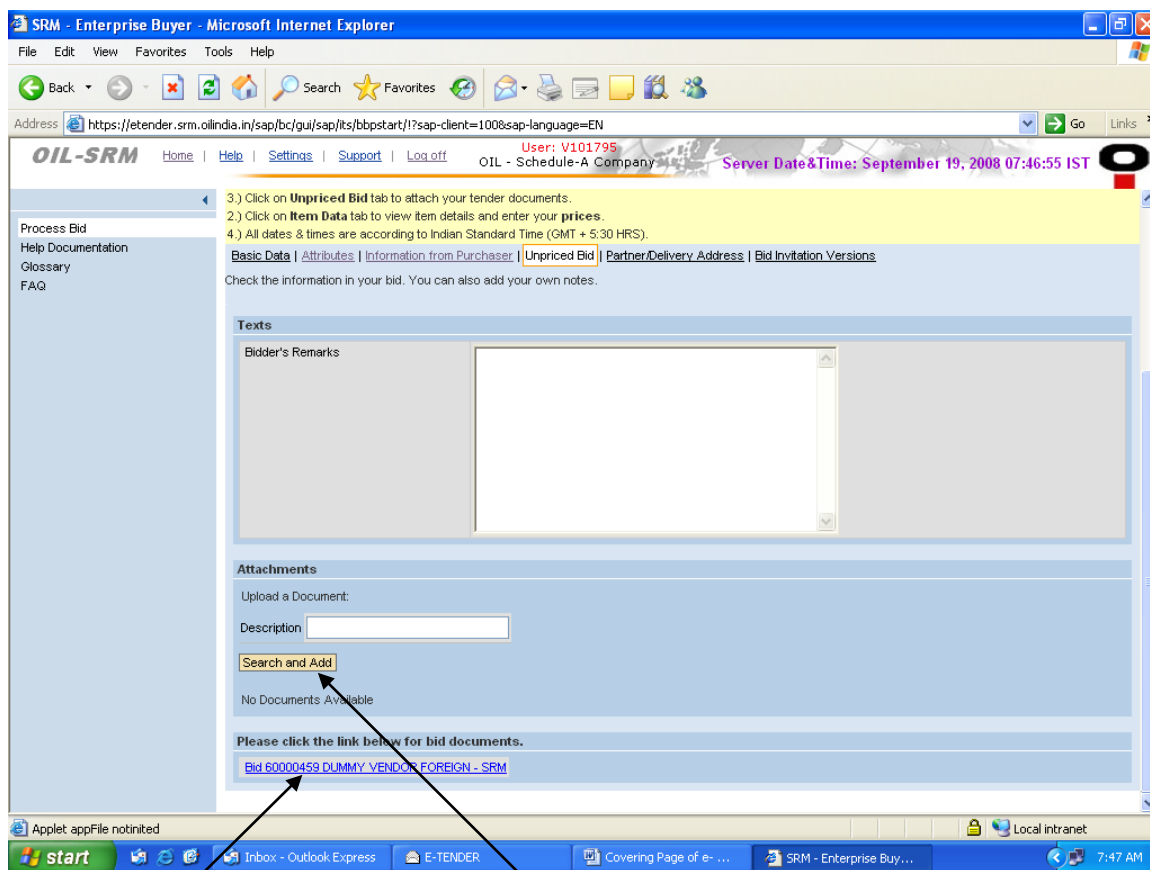
1.0 Eligibility Criteria:

To be eligible for participation in the above tender the applicant must meet the following qualifying criteria (documentary evidence to be provided).

- i). Successful execution of a single order of value not less than Rs 121.60 Lakhs for supply of similar items during last five years.
- ii). Annual turnover of the firm in any of the last three financial years or current financial year should be more than Rs 243.20 Lakhs.

2.0 Application showing full address/email address with Tender Fee (Non - refundable) of Rs. 1000.00 (Excepting PSUs and SSI unit registered with NSIC) by D/Draft in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602 only between **08.07.2011** and one week prior to Bid Closing date. On receipt of requisite tender fee and subject to fulfillment of eligibility criteria, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. No physical tender documents will be provided.

3.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the "TECHNICAL" and "COMMERCIAL" bids through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the c-Folder link (collaboration link) under Un-priced Bid Tab Page only. **Please note that no price details should be uploaded as c-Folder link (collaboration link) under Un-priced Bid Tab Page. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment in the attachment link under "Unpriced Bid" under "General Data". A screen shot in this regard is given below.** Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Annexure-II



C-FOLDER LINK

Details of prices as per Bid format / Commercial bid can be uploaded in this Attachment

4.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

- a) **Original Bid Security .**
- b) **Detailed Catalogue.**
- c) **Any other document required to be submitted in original as per tender requirement.**

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

5.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

6.0 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) with organisation name as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 7.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 8.0 **SINGLE STAGE-TWO BID SYSTEM** shall be followed for this tender and only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 9.0 **The Integrity Pact is applicable against this tender** .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **Annexure V** of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.
- 10.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed Annexure – II. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per Annexure-II) contradict the Clauses of the tender and / or “General Terms & Conditions” as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders) elsewhere, those in the BEC / BRC shall prevail.

Yours Faithfully

Sd-
(TUHIN ROY)
SENIOR PURCHASE OFFICER (IS)
FOR : HEAD-MATERIALS



ऑयल इन्डिया लिमिटेड
OIL INDIA LIMITED

P.O. DULIAJAN-786602,
INDIA ASSAM
Phone : 0374-2808719
Fax : 0374-2800533
Email : tuhin_roy@oilindia.in
erp_mm@oilindia.in



ANNEXURE-IA

Tender No & Date : SDI2292P12 dated 7/6/2011
Tender Fee : INR 1000.00
Bid Security Amount : INR 4,87,000.00
Bidding Type : **SINGLE STAGE TWO BID SYSTEM**
Bid Closing on : As mentioned in the Basic Data of e-portal
Bid Opening on : -do-
Performance Guarantee: Applicable

OIL INDIA LIMITED invites Indigenous tenders for items detailed below:

TECHNICAL SPECIFICATIONS WITH QUANTITY

Item No	Brief Description	UOM
	Supply of MPLS VPN Wide Area Network for interconnecting different spheres of OIL along with Installation & Commissioning at following different locations : 1. Location: Duliajan, Assam – 786602 2. Location: Sector 16A, Noida – 201301 3. Location: Narengi, Guwahati – 781171 4. Location: Opp. Dona Planet, Guwahati 5. Location: Near Pantaloon, Guwahati 6. Location: India Exchange Place, Kolkata 7. Location: Hemanta Basu Sarani, Kolkata 8. Location: Janpath, Bhubaneswar - 751 007 9. Location: 12 Old Residency Road, Jodhpur 10. Location: Sivalayam Street, Kakinada	1 No
	Recurring Charge (2 nd year & 3 rd Year) for all 10 locations: 1. Location: Duliajan, Assam – 786602 2. Location: Sector 16A, Noida – 201301 3. Location: Narengi, Guwahati – 781171 4. Location: Opp. Dona Planet, Guwahati	1 AU

	<p>5. Location: Near Pantaloon, Guwahati</p> <p>6. Location: India Exchange Place, Kolkata</p> <p>7. Location: Hemanta Basu Sarani, Kolkata</p> <p>8. Location: Janpath, Bhubaneswar - 751 007</p> <p>9. Location: 12 Old Residency Road, Jodhpur</p> <p>10. Location: Sivalayam Street, Kakinada</p>	
	<p>AMC for 2 years –</p> <p>a) AMC for Hardware of 20Mbps Bandwidth</p> <p>b) AMC for Hardware of 4Mbps Bandwidth</p> <p>c) AMC for Hardware of 2Mbps Bandwidth</p>	1 AU
	<p>Recurring Charge (1st year) for all 10 locations:</p> <p>1. Location: Duliajan, Assam – 786602</p> <p>2. Location: Sector 16A, Noida – 201301</p> <p>3. Location: Narengi, Guwahati – 781171</p> <p>4. Location: Opp. Dona Planet, Guwahati</p> <p>5. Location: Near Pantaloon, Guwahati</p> <p>6. Location: India Exchange Place, Kolkata</p> <p>7. Location: Hemanta Basu Sarani, Kolkata</p> <p>8. Location: Janpath, Bhubaneswar - 751 007</p> <p>9. Location: 12 Old Residency Road, Jodhpur</p> <p>10. Location: Sivalayam Street, Kakinada</p>	1 AU
	<p>Enhancement of Bandwidth –</p> <p>a) One-time cost for enhancement of 20MBPS</p> <p>b) One-time cost for enhancement of 4MBPS</p> <p>c) One-time cost for enhancement of 2MBPS</p>	1 AU
	Annual recurring charge for 2 Mbps enhancement	1 AU

1. Preamble:

Oil India Limited (OIL) is a premier public sector E&P enterprise under Govt. of India. At present, in India, OIL has offices at Duliajan (Assam), NOIDA (UP), Jodhpur (Rajasthan), Kolkata (West Bengal), Guwahati (Assam) and Kakinada (Andhra Pradesh). All Local Area Networks (LAN) at the above offices are interconnected through an MPLS VPN WAN provided by M/S BSNL. The above WAN was implemented in the year 2005. This WAN is primarily used for running OIL SAP ERP applications, E-Mail, VoIP, Internet, Intranet WEB, Video Conferencing, DC (Data Centre) to DR (Disaster Recovery Centre) connectivity and other computer-based applications of OIL. As networking technology is undergoing fast development and bandwidth costs are decreasing rapidly day by day, OIL is requesting fresh bids from vendors having NLD licenses to provide MPLS VPN service on lease interconnecting all offices of OIL at different spheres as per the scope of work mentioned in this document.

2. Scope of Work:

2.1 Successful bidder has to interconnect LANs at different offices of OIL through a MPLS VPN Mesh network as per the table given below:

Sl No.	Location	Bandwidth
1	Oil India Limited, IT Department, R&D Building, Duliajan, Assam - 786602	20 Mbps
2	Oil India Limited Plot No. 19, Film City, Sector 16A, Noida - 201301	20 Mbps
3	Oil India Limited P.O. Udayan Vihar Narengi, Guwahati - 781171	4 Mbps
4	Oil India Limited Pipeline Business Development Office, Oil India Limited, G S Road, Opp. Dona Planet, Guwahati	2 Mbps
5	Oil India Limited	4 Mbps

Centre for Excellence,
Oil India Limited,
Near Pantaloon Show Room,
G S Road,
Guwahati

6	Oil India Limited 4, India Exchange Place, Kolkata - 700 001	4 Mbps
7	Oil India Limited Continental Chambers, 2nd Floor 15-A , Hemanta Basu Sarani Kolkata - 700001	2 Mbps
8	Oil India Limited IDCO Tower, Janpath, Bhubaneswar - 751 007	2 Mbps
9	Oil India Limited 12 Old Residency Road, Jodhpur - 342 011	4 Mbps
10	Oil India Limited KG Basin Project 2-7A-7, Subhadra Residency Venkatanagar, Sivalayam Street Kakinada # 533003, Andhra Pradesh	4 Mbps

2.2 The last mile connectivity from bidder's PE router to OIL's CE router has to be on OFC for locations at Sl. Nos 1 and 2 above. Other than for these two locations, in case last mile connectivity is provided through radio, the vendor has to ensure that there is no packet loss due to interference. Any licensing required for such last mile connections will be entirely the responsibility of the vendor.

2.3 The connection at OIL's end has to be terminated on Ethernet RJ-45 connector.

2.4 Bidder may provide necessary hardware for the customer end free of cost. In case the bidder proposes that the customer-end equipment has to be owned by OIL, bidder has to quote for all necessary hardware to be owned by OIL, like CE routers, MUX/ Modems/ Media Converters etc. for terminating the links and connecting service provider's network to OIL LAN at all locations. The CE routers have to be with minimum 2 nos. of 10/100 Mbps Ethernet ports, serial/ BRI interfaces as needed and must be of CISCO make.

2.5 The bidder, on request from OIL, should be able to prioritize traffic over the WAN on the basis of protocol, source and destination address, etc.

2.6 Successful bidder has to arrange for necessary permission/ approval from all external authorities for trenching/ laying of OFC cable.

2.7 Successful bidder has to obtain necessary permission from OIL authorities before carrying out any installation, commissioning or maintenance job on the connections.

2.8 Successful bidder must guarantee the following Minimum Service Level:

# Bandwidth availability	: 100% pure & un-contended bandwidth
# Packet Loss	: =< 1%
# Availability	: >=99%
# Incident Response time	: <= 4 hours
# Site to site Latency	: =< 100 ms

2.9 Successful bidder must provide monitoring facility for all the links to OIL. Monitoring must include instantaneous, daily and monthly bandwidth usage, link status, etc. amongst other parameters.

2.10 Successful bidder must submit monthly usages and uptime report on hardcopy/ e-mail to Head - IT, IT Department, Oil India Limited, Duliajan, Assam.

2.11 Successful bidder has to provide a single point contact address and phone no. for all future communication regarding link/ connectivity issues. They will also have to provide the escalation matrix for problem escalation.

2.12 This service contract will be for a period of 3 (three) years from the certified date of completion of connectivity at all sites mentioned in para 2.1. However, OIL reserves the right to extend the contract period by another 2 (two) years on the same terms and conditions mentioned in this document, and, in such case, the bidder has to extend the services as desired by OIL.

2.13 Successful bidder has to enhance the bandwidth provided at any of the locations mentioned in para 2.1 as requested by OIL. Bandwidth enhancement request will be in a multiple of 2 Mbps. A maximum lead time of 30 days will be granted to the bidder for providing enhanced bandwidth from the date of formal request by OIL. The bidder has to quote for bandwidth enhancement one time installation charge and recurring charges separately as mentioned in bidding format mentioned in this document for every 2 Mbps of enhanced bandwidth. The one-time charge for installation and commissioning of bandwidth enhancement should include any cost of equipment up-gradation at OIL end. **Payment of recurring charges for enhanced bandwidth will be made on a pro-rata basis.**

2.14 Bids must provide technical details of the proposed solution for Oil India Limited along with the bid. Technical details must include nature of Last Mile Connection, nearest location of PE router of bidder's core MPLS network for each of the locations mentioned in para 2.1 of this document, redundancy level of bidder's core MPLS network, redundancy level of last mile connectivity for each location mentioned in para 2.1 of this document, maximum latency period between any two locations, etc.

2.15 OIL reserves the right to discontinue bidder's MPLS VPN service at maximum 2 (two) nos. of locations out of the location srl. No. 4,7,8 and 10 mentioned in para 2.1 anytime during the period of contract.

2.16 During the contract period, OIL reserves the right to request the bidder to shift the connectivity from existing premise mentioned in para 2.1 to a new premise in the same city / town. In such a case of shifting, the bidder will be requested to provide a cost estimate for the shifting and re-termination of the connection. OIL after verifying the cost estimate, will issue a formal work-order to the bidder for shifting the connectivity.

2.17 Point of Presence - Bandwidth to OIL will be made available from the service provider's POPs. The POP should fulfill the following minimum conditions:

- # Equipment redundancy at the POP-end to ensure service continues even in case of a failure of one set of equipment. Core aggregate router of the POP should have dual plane architecture with dual power supply

- # Power to the POP equipment should be from stabilized sources.

- # Redundant backhaul OFC connectivity to minimum two POPs to ensure desired uptime in case of a failure of one backhaul link.

- # Management of POP from where the last mile to OIL will be provided should be fully under the control of the bidder.

2.18 OIL reserves the right to send their personnel for verification of POP and NOC.

3. Annual Maintenance Charge (AMC)

3.1 Bidder has to quote for Annual Maintenance Charge (AMC) of 2 years for all the equipment quoted by him for OIL-end and to be owned by OIL. AMC will start after successful completion of warranty period for the equipment as per warranty terms mentioned in this document.

3.2 Bidder must attend a service request call for equipment under AMC within 24 hrs. of reporting the call.

3.3 Bidder must resolve any connection problem due to failure of equipment supplied by him to the Service Level mentioned in para 2.8 of this document within 48 hrs. of reporting the problem.

3.4 In case of failure on the bidder's part to comply with AMC clause 3.2 and 3.3 above, penalty will be levied on the bidder as per penalty clause mentioned in this document.

3.5 The AMC will be valid till the completion of contract period, including period under extension, if any.

4. Warranty

4.1 The bidder must provide minimum 1 (One) year on-site warranty for all OIL-end hardware quoted by him.

4.2 Warranty period will start from the date of successful installation and commissioning of connectivity at all sites mentioned in para 2.1.

5. Payment Terms:

5.1 70% Payment against supply of hardware for OIL-end quoted by the bidder will be made after delivery of the items at OIL. Remaining 30% will be paid after successful installation and commissioning of connectivity at all locations.

5.2 Payment against one-time installation and commissioning charge for any location mentioned in para 2.1 of this document will be made after successful installation and commissioning of MPLS VPN connectivity between minimum two locations mentioned in para 2.1, as per terms and conditions mentioned in this document. Out of the two sites, one must be Oil India Limited, IT Department, R&D Building, Duliajan, Assam - 786602.

5.3 Annual recurring bandwidth charge will be paid on half yearly basis, after successful completion of service for that period.

5.4 Payment against one-time hardware up-gradation cost for bandwidth enhancement for any location will be made as and when such enhancement is requested by OIL and successfully carried out by the bidder, on submission of necessary invoice.

5.5 Payment against Annual Recurring Bandwidth charge for enhancement of bandwidth at any location, whenever requested by OIL and successfully provided by the bidder, will be paid on pro-rata basis along with the payment for Annual recurring bandwidth charge for that location.

5.6 Payment against Annual Maintenance Charge for quoted hardware will be paid on half yearly basis after successful completion of service for that period.

5.7 In case OIL decides to discontinue the service at a location as mentioned in para 2.15 of this document, the payment for Annual Recurring Bandwidth charge for that location will be paid on pro-rata basis only up-to the date of availing the service at that location.

5.8 In case of shifting of connectivity as mentioned in para 2.16, the cost of shifting will be paid after installation and commissioning of connectivity at the new premise as per the mutually agreed charges (reference para 2.16).

6. Penalty:

6.1 In the event of connectivity at a location remaining completely disrupted due to link / device failure for more than 48 hrs from the time of reporting the fault to bidder, a sum equivalent to 0.5 times the pro-rata Annual Recurring Bandwidth cost per day for that location, for the downtime period will be deducted from the bidder's next recurring charges bill. This will be in addition to the non-payment for the relevant period as specified in Clause 9 ("Non-availability of service").

6.2 In the event of packet loss on a link for a location remaining $\geq 1\%$ for a period more than 48 hrs. from the time of reporting the fault, a sum calculated on daily pro-rata Annual Recurring Bandwidth cost for that location for the fault period will be deducted from the bidder's next recurring charges bill.

6.3 In the event of latency on a link for a location increasing beyond 100ms, and remaining that way for a period more than 48 hrs. from the time of reporting the fault, a sum equivalent to daily pro-rata Annual Recurring Bandwidth cost for that location for the fault period will be deducted from the bidder's next recurring charges bill.

7. General Terms and Conditions:

7.1 **The tender is invited under SINGLE STAGE-TWO BID SYSTEM.**

7.2 The successful bidder has to abide by all safety and security norms of OIL while working inside OIL premises.

7.3 Installation and commissioning team/ service engineers of the successful bidder has to arrange for its accommodation & transport at the time of installation/ commissioning and preventive/ corrective maintenance. However, at places where OIL has Guest House facilities, the same may be extended to bidder's personnel, subject to vacancy, on chargeable basis.

7.4 All tools and measuring equipment required for installation and commissioning of the links and for maintenance have to be provided by the bidder.

8. Delivery, Installation & Commissioning Terms

Delivery, installation and commissioning should be completed within 60 days of confirmed order.

9. Non-availability of service

In case there is no service at any or all locations for a certain period of time beyond the 48-hour resolution period, no payment will be made for that period for these locations. Over and above this clause, the relevant penalty clause will also apply for that period. In case such incidents total more than 72 hours during a 6-month billing period, it will be considered as non-availability of service for that period and no payment will be made.

AA. Standard Notes:

1) **The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNICAL" and "COMMERCIAL" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender and Commercial bid as per the **Online Commercial Bid format.****

2) **In Technical Bid opening, only Collaboration Folder (C folder) will be opened. Therefore, the bidder should ensure that Technical bid is uploaded in the c-Folder link (collaboration link) under Un-priced Bid Tab Page only. **No price should be given in above C folder, otherwise the offer will be rejected.** Please go through the help document in detail before uploading the document.**

3) **The original bid security (amount is mentioned above and also in Basic Data of the tender in OIL's e-portal) should reach us before bid closing date and time of the technical bid. **Bid without original Bid Security will be rejected.** The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the Collaboration**

folder as per clause 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. **The Bid Security shall be valid for six months from the date of bid opening.**

4) COMMERCIAL BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNICALLY ACCEPTABLE.

5) OIL reserves the right to allow Small Scale Sectors registered with NSIC purchase preference facility as admissible as per existing Government Policy. The bidders are requested to check the latest position on the subject on their own and OIL does not accept any liability whatsoever, on this account.

6) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

7) Price should be maintained in the “online price schedule” only. The price quoted in the “online price schedule” will only be considered.

8) All the Bids must be Digitally Signed using “Class 3” digital certificate (*e-commerce application*) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be rejected.

9.) Offers should be valid for minimum 120 days from the date of Technical Bid closing Date, failing which offer shall be rejected.

10) Integrity Pact is applicable against this tender. Therefore, please attach the Integrity Pact document duly signed along with your quotation as per BRC. The name of the OIL’s Independent External Monitors at present are as under :

**(A) SHRI N. GOPALASWAMI, I.A.S (Retd) ,
Former Chief Election Commissioner of India
E-mail Id : gopalaswamin@gmail.com**

**(B) SHRI RAMESH CHANDRA AGARWAL , IPS(Retd)
Former Director General of Police
E-mail Id : rcagarwal@rediffmail.com**

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

In addition to BEC / BRC as per General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders, the following clause will be applicable against this tender.

1.0 BID REJECTION CRITERIA (BRC)

(A) TECHNICAL:

i) The bidder should be National Long Distance & Unified Access Services service provider under the licenses of Government of India (GOI) having own MPLS VPN network business for minimum of last FIVE years.

ii) Bidder's NLD License must be valid for entire contract period, i.e. for minimum 5(five) year's period from the date of Bid Opening. Copy of NLD license submitted with the bid must have validity period mentioned on it.

iii) Bidder must have its own Network Operating Centre in India along with a redundant NOC. Address of redundant NOC has to be provided with the bid.

iv) Bidder must have minimum 1 year experience of providing MPLS VPN Mesh network service between minimum 3 (Three) locations (offices) of a single customer in India. Minimum bandwidth provided to at least two of the locations must be 10 Mbps and that of the third should be at least 2 Mbps. Documentary evidence in the form of copy of Purchase order/ Contract document has to be submitted with the bid. Documentary evidence provided against this eligibility criteria must contain installation and commissioning certificate from the customer mentioning installation and commissioning date. The installation and commissioning date mentioned on the copy of the certificate provided must be at least one year prior to bid opening date.

v) Bidder must quote for providing service at all locations. Bidder not quoting for providing service at any of the locations will be rejected.

vi) Bidder must quote against all items. If a bidder wants to give any item free of cost then the bidder has to mention #NIL# in the Amount (Rs) column against that item. Bids not conforming to this clause will be rejected.

vii) Bids must provide technical details of the proposed solution for Oil India Limited along with the bid. Technical details must include nature of Last Mile Connection, nearest location of PE router of bidder's core MPLS network for each of the locations, redundancy level of bidder's core MPLS network, redundancy level of last mile connectivity for each location and maximum node-to-node latency period between any two locations. Bids not conforming to this clause will be rejected.

- viii) Successful bidder must guarantee the following Minimum Service Level:
- a. Bandwidth availability : 100% pure & un-contended bandwidth
 - b. Packet Loss : =< 1%
 - c. Availability : >=99%
 - d. Incident Response time : <= 4 hours
 - e. Site to site Latency : =< 100 ms

Bids not conforming to this clause will be rejected.

ix) Bids not conforming to the AMC clauses will be rejected.

x) Bidder should have the Quality and security Certification of the following:

- a. ISO27001 (Information security certification)
- b. Documentary evidences of above have to be submitted with the bid.

(B) COMMERCIAL :

- i). Bids are invited under “**Single Stage Two Bid System**”. Bidders have to submit both the “**Technical Bids**” and “**Commercial Bids**” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Technical bid is to be submitted as per scope of works and Technical specification of the tender and the commercial bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. **Any offer not complying with the above shall be rejected straightway.**
- ii). Commercial bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "commercial bid".
- iii). **Bid security of Rs 4,87,000.00** shall be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. **If bid security in ORIGINAL of above mentioned amount is not received within bid closing date , the bid submitted through electronic form will be rejected without any further consideration.** For exemption for submission of Bid Security, please refer Clause No. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. **The Bid Security shall be valid for six months from the date of bid opening.**
- iv). The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

v). Performance Bank Guarantee:

a) The successful Bidder will have to provide Performance Bank Guarantee @ 10% of (Total cost of Equipment + Recurring Charge (1st year) + Enhancement of Bandwidth) after receipt of order.

b) The successful Bidder will have to provide Performance Bank Guarantee @ 10% of (Recurring Charge (2nd year & 3rd Year) + AMC+ Annual recurring charge for 2 Mbps enhancement) prior to expiry of the 1st year.

For exemption for submission of Performance Bank Guarantee, please refer Clause No. 9.12 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. The Performance Bank Guarantee must be valid for one year from the date of successful commissioning of the equipment or 18 months from the date of despatch whichever is earlier. **Bidder must confirm the same in their bid. Offers not complying with this clause will be rejected.**

vi). *The Bank Guarantee should be allowed to be encashed at all branches within India.*

vii). Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

viii). Validity of the bid shall be minimum 120 days from the Bid Closing Date. Bids with lesser validity will be rejected.

ix). Bids containing incorrect statement will be rejected.

x). All the Bids must be Digitally Signed using “Class 3” digital certificate (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3” digital certificate, will be rejected.

xi). **C folder is meant for Technical bid only. Therefore, No price should be given in C folder, otherwise the offer will be rejected.**

xii). Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.

xiii). Integrity Pact :

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide [Annexure V](#) of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

2.0 BID EVALUATION CRITERIA (BEC)

The bids conforming to the technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below:

(A) TECHNICAL :

i) Technically qualified bids will be evaluated on the basis of cost of the EQUIPMENTS, INSTALLATION & COMMISSIONING, RECURRING CHARGES (1st Year), RECURRING CHARGES (2nd Year & 3rd Year), AMC for two years, Enhancement of Bandwidth and Annual recurring charge for 2 Mbps enhancement.

(B) COMMERCIAL :

i) To evaluate the inter-se-ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.

ii) Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Indigenous Tender vide **MM/LOCAL/E-01/2005** for E-Procurement LCB Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) contradict the Clauses of the tender or **MM/LOCAL/E-01/2005** for E-Procurement LCB Tenders elsewhere, those in the BEC / BRC shall prevail.

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Annexure- V

INTEGRITY PACT

Between

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

And

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

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No.SDI2292P12 . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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

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

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

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed

against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

TUHIN ROY
SR PURCHASE OFFICER

For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 :

Date . 16/06/2011 .

Witness 2 :

Bidders Response Sheet

Sl No.	Description	Remarks
1	Name of Bidder	
2	Place of Despatch (Ex- Works)	
3	Make & Model of quoted Product	
4	Validity of Bid from Bid Closing Date	
5	Delivery Period in weeks from placement of order	
6	Payment Terms	
7	Bid Bond Submitted	
8	Bid Bond if Not submitted reasons thereof	

Tender No.		Annexure VI
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Matrix for Technical & Commercial Evaluation
Note :- Only white coloured boxes are to be filled by the bidder

Name of Bidder :	
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		Compliance by Bidder	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid
1	Bidder to confirm that he has not taken any exception/deviations to the bid document .		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer ?		
4	Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.		
7	Confirm that the the price bid is in conformity with OIL's online bidding format ?		
8	Confirm that the Bid comply with all the terms & conditions ?		
9	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
10	HAVE YOU SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT		