

IMPORTANT NOTE

TENDER NO. : Tender No. NCP2556L20 dated 20.09.2019 for Comprehensive Annual Maintenance Contract (AMC) for Polycom Realpresence Group-500 Video Conference System along with accessories installed at E&D Directorate, Oil India Limited, 5th Floor, NBCC Centre, Plot No.2, Okhla, Phase-I, New Delhi-110020 & in the office of Oil India Ltd. SB Tower, 6th Floor, Sector-16A, Noida-201301(UP). Duration of AMC is for 3(Three) years period from 31.12.2019 to 30.12.2022.

BID CLOSING DATE & TIME : 21.10.2019 upto 14:30 Hrs.(IST)
BID OPENING DATE & TIME : 21.10.2019 at 14:45 Hrs.(IST)

Tender No. NCP2556L20 has been issued to the following 5(Five)parties:

- 1. M/s. Progility Technologies Pvt. Ltd., New Delhi**
- 2. M/s. Inspira Enterprise India Pvt. Ltd., Mumbai**
- 3. M/s. Gurusons Communications Pvt. Ltd. , New Delhi**
- 4. M/s. Glorich India Pvt. Ltd., New Delhi**
- 5. M/s. AGC Networks Limited, Gurugram.**

Other interested parties, may also participate in this tender provided they can meet the Eligibility Criteria mentioned in Para 9.0 of the Forwarding Letter below.

Interested parties may download the tender & after filling up their prices in the Price Bid Format & enclosing OEM Authorization Certificate may submit their offer in the following address latest by 21.10.2019(upto 14.30 Hrs.) :

Dy. General Manager(Contract & Purchase)
Oil India Limited , NBCC Centre, 5th Floor,
Plot No.2 ,Okhla, Phase-I
New Delhi-110020.



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: मुम्बई, महाराष्ट्र, भारत
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliaji, Assam

E&D Directorate,
NBCC Centre, 5th Floor,
Plot No.2, Okhla Phase-I,
New Delhi-110020
Web Site: www.oil-india.com

(FORWARDING LETTER)

Tender No.	NCP2556L20
Tender Date	20.09.2019
Bid Closing Date	21.10.2019
Bid Closing Time	14 : 30 Hrs.(IST)
Bid Opening Date	21.10.2019
Bid Opening Time	14 : 45 Hrs. (IST)
Performance Security	10% of per year AMC cost .

Dear Sirs

1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites you to submit your offer for Comprehensive Annual Maintenance Contract (AMC) for Polycom Realpresence Group-500 Video Conference System along with accessories installed at E&D Directorate, Oil India Limited, 5th Floor, NBCC Centre, Plot No.2, Okhla, Phase-I, New Delhi-110020 & in the office of Oil India Ltd. , SB Tower,6th Floor,Sector-16A,Noida-201301(UP). Duration of AMC is for a period of 3 years from 31.12.2019 to 30.12.2022. Detailed Scope of Work to be covered under the Annual Maintenance Contract is enclosed as ANNEXURE-I. Special Terms and Conditions of the tender is enclosed as ANNEXURE-II. Offer should be complete in all respect without keeping any ambiguity and conforming to the “General Terms and Conditions” of the tender enclosed as ANNEXURE-III.

2.0 Price Bid Format for quoting AMC charges is enclosed as ANNEXURE-IV.

3.0 You are requested to submit your offer in a sealed envelope superscribing the following details:

OIL's Tender No.: _____
Bid Closing date : _____
Brief description of job : _____
Name of bidder : _____

4.0 Offers must be addressed to:

Dy. General Manager(C&P)
Oil India Limited, E&D Directorate
NBCC Centre, Plot No.2, Phase-I, Okhla, New Delhi-110020.

4.1 The sealed envelope containing the offer must be delivered at the office of Dy. General Manager(C&P) at the above address latest by 2.30 PM (IST) on the Bid Closing date mentioned above.

4.2 Bid should be drop personally in the Tender Box placed at the office of E&D Directorate at the above address. Alternatively, same may be send through courier/speed post/ e-mail also. OIL will not be responsible for any postal delay in delivery, wrong delivery or non-delivery of bid by courier or post.

4.3 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / Time will get extended up to the next working day.

4.4 Offers or modifications to offers received after the Bid Closing Date / Time will not be considered.

5.0 Validity:

Offer must be valid a period of 60 (sixty) days from the Bid Closing date. If the offer validity is not mentioned in the offer, it will be construed that offer is valid for 60 (sixty) days from the Bid Closing date.

6.0 Performance Security :

Successful bidder shall have to submit Performance Security for an amount equivalent to 10% of the AMC charges quoted for a particular year of AMC. Performance Security should be submitted in the form of Bank Guarantee in the proforma enclosed with this document.

7.0 Payment Terms : AMC charges will be paid on quarterly basis, on completion of every three months of AMC period against receipt of undisputed invoices/bills.

8.0 Penalty Terms : During AMC period, if the problems are not rectified within 48 hours of reporting, a penalty of INR. 500.00 shall be applicable for every additional day beyond expiry of 48 hours of reporting the problem until the problem is resolved. However, Penalty for a quarter during AMC shall not exceed 10% of total AMC charges for that quarter.

9.0 Eligibility Criteria :

The bidder has to be OEM/Authorized Dealer or Service Partner of Polycom(OEM for the Video Conference system). Authorized dealers or service partners must submit (tender specific) Authorization Certificate from OEM(Polycom) to quote against the tender along with the bid, failing which, their offer will be rejected.

10.0 Contact Personnel:

For any technical clarification, interested bidders may contact the following person :

Mr. Sourabh Saha
Sr. Engineer (IT),
E&D Directorate
Mobile No. 9435591128, E-mail: sourabh_saha@oilindia.in

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Ms. A. Doley)
Dy. General Manager (C&P)
For Executive Director(E&D)
For Chairman & Managing Director.

Scope of Work/Service

Title: Comprehensive Annual Maintenance Contract (CAMC) For Polycom Realpresence Group-500 Video Conference Systems along with accessories installed in OIL's Offices in 5th Floor, NBCC Centre, Okhla Phase-1, New Delhi-110020 and 6th Floor, SB Tower, Sector-16A, Noida, UP-201301

Preamble :

OIL uses Video Conference Systems for Communication with between different spheres. Over the years these systems have turned absolutely critical for collaborative discussion and decision-making as well as status-reporting and communication among different offices of the company. 2 of such systems are Polycom Realpresence Group-500 Systems, one installed in E&D Directorate, and other in SB Tower. Both these offices are extremely critical as far as OIL's activities are concerned. Hence the Video Conference Systems running in these offices are extremely critical for the company.

In order to ensure smooth operation as far as these systems are concerned OIL want to enter into Comprehensive Annual Maintenance Contract(CAMC)for these systems along with their accessories as the current AMC is expiring on 30-12-2019.

CAMC for these systems shall start from December 31st, 2019 (31-12-2019) and shall continue for 3 years i.e upto 30-12-2022.

Details of Systems to be Covered by CAMC :

(A) Systems installed in OIL's Office at 5th Floor, NBCC Centre, Delhi - 110020 :

1. Video Conference CODEC (Make & Model : POLYCOM Realpresence Group 500; SI No.8214364250BBCV; Quantity-1 No.)
2. EAGLE EYE DIRECTOR/ VOICE TRACKING CAMERA & EAGLE EYE CAMERA POLYCOM EAGLE EYE DIRECTOR (Make : Polycom; Quantity : 1No. Director with 2 Cameras; SI No. : 8A1350002394CL(002394)-For Eagle Eye Director 149454712 & 149454429 - For Cameras)
3. HDMI SWITCHER (Make & Model : KRAMER VS-44HN; SI No. : 06140196500094; Quantity : 1 No.)
4. HDMI CABLE (5 Nos.)
5. MIC ARRAY WITH MIC CABLES (Make:POLYCOM Mic Pod SI No. : 82143700DDCFD2 & 82143600D69CD2 Quantity : 2 Nos)
6. REMOTE WITH LI-BATTERY POLYCOM (Quantity : 1 No.)

(B) System installed in OIL's Office at SB Tower, Sector-16A, Noida-201301 :

1. Video Conference CODEC (Make & Model : POLYCOM Realpresence Group 500; SI No : 821435424E91CV; Quantity : 1 No)
2. EAGLE EYE DIRECTOR/ VOICE TRACKING CAMERA & EAGLE EYE CAMERA POLYCOM EAGLE EYE DIRECTOR(Quantity : 1 Director with 2 Cameras Make : Polycom; SI No: 8A1350002398CL - For Eagle Eye Director, 149454714 & 149455228 - For Cameras)
3. HDMI SWITCHER (Make & Model : KRAMER VS-44HN; SI No : 0814011600190 Quantity : 1 No)
4. HDMI CABLE (Quantity : 4 Nos)
5. MIC ARRAY WITH MIC CABLES (Make : POLYCOM Mic Pod; SI No : 82143700DCF3D2 & 82143500D401D2 Quantity : 2 Nos)
6. REMOTE WITH LI-BATTERY (Make : POLYCOM , Quantity : 1 No.)

(End of ANNEXURE-I)

ANNEXURE-II

Special Terms & Conditions for Comprehensive Annual Maintenance Contract (CAMC) :

1. The Bidder has to be OEM/Authorized Dealer or Service Partner of Polycom(OEM for the Video Conference Endpoint Device). Authorized dealers or service partners must submit (tender specific) Authorisation certificate from OEM(Polycom) to quote against the tender, along with bid, failing which, their offer will be rejected.
2. CAMC shall cover all the items as mentioned above in the 2 Office locations of OIL.
3. The Contractor must rectify all the problems arising out of the system(s) within 48 hours of reporting the issue.
4. CAMC shall cover supply and installation all spare parts and consumables at no extra cost to OIL.
5. The Contractor must supply and install all upgrades / new release of supplied software / firmware / drivers, etc during the CAMC period at no extra cost to OIL. Support for the existing licenses in the system is to be covered by the CAMC.
6. The Contractor has to provide the contact address and phone numbers of person(s) who will be responsible for coordinating CAMC related activities at OIL's Office as a single point of contact for OIL.
7. The successful bidder must have back-to-back support agreement with OEM (Polycom) of the Video Conference Endpoint Device for the entire CAMC Period. The proof of the same needs to be produced to OIL before the start of CAMC every year.

(End of ANNEXURE-II)

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

1.1 In the contract, the following terms shall be interpreted as indicated :

- (a) "**Contract**" means agreement entered into between Company and contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "**Contract Price**" means the price payable to contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "**Work**" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference;
- (d) "**Company**" or "**OIL**" means **M/s. Oil India Limited**;
- (e) "**Contractor**" means service provider
- (f) "**Contractor's Personnel**" means the personnel to be provided by the contractor to provide services as per the contract;
- (g) "**Company's Personnel**" means the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing this Contract). The company representatives of OIL are also included in the Company's personnel.

1.2 DURATION OF CONTRACT: Duration of the Contract for shall be for a period of 3(Three) years from 31.12.2019 to 30.12.2022.

2.0 GENERAL OBLIGATIONS OF CONTRACTOR: Contractor should perform the work described in the **Scope of Work in ANNEXURE-I.**

3.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

Contractor warrants that it shall provide all manpower for the necessary execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.

4.0 INDIRECT TAXES/GST :

4.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
- b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

- 4.2 The rates quoted by the bidders shall be exclusive of all taxes, duties and levies. Bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract / agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting /IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
- 4.3 Offers without giving any of the details of the taxes as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates or amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order will be binding on the bidder.
- 4.4 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- 4.5 Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and / or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared

by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

4.6 In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold / recover such disputed amount from the pending payments of the bidders.

4.7 OTHER TAXES & LEVIES:

4.7.1 All taxes and statutory levies except GST for the services shall be to the Bidder's account. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.

4.7.2 Seller/Contractor shall be responsible for and pay the personal taxes, if any, for all the personnel deployed. The Seller/Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of manpower / sub-contractor or other contracts awarded to other parties.

4.8 STATUTORY VARIATION:

Any statutory variation (increase/decrease) in the rate of any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in any statutory levy after the completion date of the contract shall be to the contractor's account.

5.0 FORCE MAJEURE:

5.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

- 5.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 5.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, both the parties shall have no obligation. Either party will have the right to terminate the contract if such 'force majeure' condition continues beyond ten (10) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply unless otherwise agreed to.
- 5.4 Time for performance of the relative obligation suspended by the Force Majeure shall be extended by the period for which such cause lasts.

6.0 TERMINATION:

6.1 This contract shall terminate:

- (a) Upon completion of the job required to be done by the Contractor according to the Terms of Reference / Technical Specifications with full satisfaction of Company.

OR

- (b) For Force Majeure reasons as per clause 5.0 and its sub-clauses above.

OR

- (c) Upon declaration of the Contractor that they are unable to continue further operation on technical reasons, acceptable to the Company.

OR

- (d) Under any circumstances considered to be not suitable by Company to continue the operations of the Contract.

OR

- (e) In the event of liquidation / bankruptcy / insolvency of the Contractor.

7.0 APPLICABLE LAW:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Noida / New Delhi

8.0 CONTRACT PRICE: The Contract Price will be firm during performance of the Contract and is not subject to variation on any account.

9.0 PAYMENT TERM: Payment against AMC charges will be paid on quarterly basis on completion of every three months AMC period against receipt of undisputed invoice/bills. Payment will be made within 30 days from date receipt of undisputed invoices/bills.

10.0 PENALTY TERM :

During AMC period, if the problems are not rectified within 48 hours of reporting, a penalty of INR. 500.00 shall be applicable for every additional day beyond expiry of 48 hours of reporting the problem until the problem is resolved. However, Penalty for a quarter during AMC shall not exceed 10% of total AMC charges for that quarter.

11.0 PERFORMANCE SECURITY :

- 11.1 The successful bidder shall furnish the Performance Security in the form enclosed herewith within 15 days of the receipt of the notification of award of Contract, failing which OIL reserves the right to cancel the award of Contract. Bidders should undertake in their bid to submit Performance Security as stated above. Performance Security should be for an amount as mentioned in the Forwarding Letter. The Bank Guarantee should be issued by any Nationalised Bank/Scheduled Bank in India or any India branch of a foreign bank & should be kept valid for 90 days beyond the validity of the Contract and extensions thereto. Alternatively the successful bidder can submit the Performance Security in the form of Bank Draft for the amount mentioned above. Performance security in any form will be returned to the Contractor only after 90 days after the validity of the Contract and extensions if any. Performance Security amount will not accrue any interest.
- 11.2 In the event of Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be forfeited in part or full without any further reference to the Bidder.
- 11.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee or Bank Draft.
- 11.4 The Bank Guarantee will have to be given from the Scheduled Bank on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.
- 11.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank
(a) Full Address (b) Branch Code (c) Code Nos. of the authorized signatory with full name and designation (d) Phone Nos./Fax Nos./E-mail address
- 11.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA/Contract issued/placed on the Contractor shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Contractor shall be invoked without any further reference.
- 11.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the Tender/Contract.

Authorisation letter to attend tender opening.

To

**Dy. General Manager(C & P)
OIL INDIA LIMITED
NBCC Centre,
5th Floor, Plot no.2, Okhla Phase-I.
New Delhi-110020**

Dear Sir,

Sub : Your Tender No.....

For

Mr. /Mrs. has been authorised to be present at the time of opening of the above tender due on at New Delhi on my/our behalf.

Yours faithfully,

Name :
Designation:

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

Ref. No

**Bank Guarantee No.
Dated:**

To
Oil India Limited
E&D Directorate, NBCC Centre, 5th Floor,
Plot no.2, Okhla Phase-I
New Delhi-110020.

Whereas (herein after called 'the Contractor') has undertaken, in pursuance of Contract No.dated.for the services of(description of Services) hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Contractor's performance obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE we hereby affirm that we are Guarantors on responsibility to you, on behalf of the Contractor, up to a total of Rs.....(amount of the Guarantee in words and figures) and we undertake to pay you upon first written demand declaring the Contractor to be in default under the contract and without cavil or argument and sum or sums within the limits of.(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The Guarantee is valid until theday of

The details of the issuing bank and controlling bank are as under:

A. Issuing Bank

1. Full address of the bank:
2. Email address of the bankers:
3. Mobile nos. of the contact persons:

B. Controlling Office

1. Address of the controlling office of the BG issuing banks:
2. Name of the contact persons at the controlling office with their mobile nos. and email address:

Signature & Seal of the guarantors

Date

.....

Witness

(Bidders are not required to submit this form with their offers)

Annexure-IV

Price Bid Format For Tender No. NCP2556L20

Sl.No	Service Description	Unit Price/Month (in INR.) Excluding GST	GST(%)	Total Price per year (12 Months) Including GST (in INR.)
Comprehensive AMC (CAMC) Charges for Polycom Video Conference System with Accessories installed at OIL's Office in 5th Floor , NBCC Centre, Okhla Phase-1, New Delhi-110020				
1	CAMC Charges For Year 1 (From 31-12-2019 to 30-12-2020)			
2	CAMC Charges For Year 2 (From 31-12-2020 to 30-12-2021)			
3	CAMC Charges For Year 3 (From 31-12-2021 to 30-12-2022)			
Total CAMC Charges for 3 years(From 31-12-2019 to 30-12-2022)				
Comprehensive AMC (CAMC) Charges For Polycom Video Conference System with Accessories installed at OIL's Office in 6th Floor, SB Tower, Sector-16A, Noida, UP-201301				
1	CAMC Charges For Year 1 (From 31-12-2019 to 30-12-2020)			
2	CAMC Charges For Year 2 (From 21-12-2020 to 30-12-2021)			
3	CAMC Charges For Year 3 (From 31-12-2021 to 30-12-2022)			
Total CAMC Charges for 3 years(From 31-12-2019 to 30-12-2022)				

