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OIL INDIA LIMITED

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

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FORWARDING LETTER

Tender No. : SDI1231P20 DT: 24.04.2019

Tender Fee : NIL

Bid Security : Applicable

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing on : 13.06.2019 (11.00 HRS IST)

Bid Opening on : 13.06.2019 (14.00 HRS IST)

Performance Security : Applicable

Integrity Pact : Applicable

The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal as well as OIL's website www.oil-india.com.

NOTE: All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal only. Bidders should regularly visit above website and e-portal to keep themselves updated.

OIL invites Bids for **PROCUREMENT OF WORKSTATION COMPUTERS – QTY = 07 NOS.** 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 of Indigenous Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents

The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of items tendered can be found in the Item Data and details uploaded under Technical RFX.

The tender will be governed by:

a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos. = 0374-2807178/ 2807171/ 2807192/2804903. Email id = erp mm@oilindia.in; esupport@oilindia.in.

b) OIL's office timings are as below:

	Time (in IST)
Monday – Friday	07.00 AM to 11.00 AM; 12.30 PM to 03.30
	PM
Saturday	07.00 AM to 11.00 AM
Sunday and Holidays	Closed

Vendors should contact OIL officials at above timings only.

OIL Bank Details:

		Bank Details of Beneficiary
a	Bank Name	STATE BANK OF INDIA
b	Branch Name	Duliajan
С	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
е	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr. K.L.K.Banik, AGM
k	Fax No.	0374-2802729
I	Email Id	sbi.02053@sbi.co.in

- c) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- d) Technical specifications and Quantity as per **Annexure IA**.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area > Tender Documents.
- f) Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- g) 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).

h) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the Technical Attachment. For details please refer "Vendor User Manual" / "NEW INSTRUCTIONS"

Special Notes:

1.0

- a) Bidders who do not have E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) MSE Units (Manufacturers/Service Providers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of their monetary limit, product category and capacity mentioned in their registration, subject to submission of valid MSE registration certificate issued by appropriate authority.
- d) For availing benefits under Public Procurement Policy (Purchase preference), the interested MSE Bidders must ensure that they are the manufacturers of the tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender, seeking clarification/confirmation as to whether their MSE certificate is eligible for EMD exemption or not. Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.

NOTE:

In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of EMD upto one week prior to the Bid closing date (or as amended in e-portal).

- 2.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.
- 2.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFx Information > Technical Attachment only. The "TECHNO-

COMMERCIAL UNPRICED BID" shall contain all techno-commercial details **except the prices**. **Please note that no price details should be uploaded in** Technical RFx Response.

- 2.2 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. For price upload area, please refer "NEW INSTRUCTIONS" Please refer Annex-BB for price schedule.
- 2.3 Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Annexure-CCC.
- 3.0 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 <u>Tender no.</u> and <u>Due date</u> to <u>DGM-Materials</u>, <u>Materials Department</u>, <u>Oil India Limited</u>, <u>Duliajan 786602</u>, <u>Assam</u> on or before the Bid Closing Date and Time mentioned in the Tender.
 - a) Original Bid Security
 - b) Detailed Catalogue (if any)
 - 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 Duplicate.

- 4.0 Benefits to Micro & Small Enterprises (MSEs) as per OIL's Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go though ANNEXURE I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details.
- 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 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.
- 7.0Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 8.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 9.0 a) The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted 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. 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. If any bidder refuses to

sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

b) The name of the OIL's Independent External Monitors at present are as under:

i) SHRI RAJIV MATHUR, IPS (Retd.) Former Director, IB, Govt. of India, e-Mail ID: rajivmathur23@gmail.com

ii) SHRI SATYANANDA MISHRA, IAS (Retd.) Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India

 $\textbf{E-Mail ID:} \underline{satyan and a mishra@hotmail.com}$

iii) SHRI JAGMOHAN GARG EX-VIGILANCE COMMISSIONER, CVC E-mail id: jagmohan.garg@gmail.com

- 10.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.
- 11.0 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.
- 12.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 13.0 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.
- 14.0 Bidders are requested to refer to the enclosed <u>Annexure BBB</u> for the Taxes and Duties clauses under GST regime.

15.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:

- (i) the suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.
- (ii) consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.
- (iii) the names of OIL's current authorized transporters are:
 - a) M/s Western Carriers (India) Ltd.
 - b) M/s DARCL Logistics Limited

<u>Bidder's are requested to note the above delivery/collection instructions while submitting their offers.</u>

16.0 The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.

17.0 Bidders should fill-up and submit alongwith their bid an <u>UNDERTAKING</u> towards <u>authenticity of information/documents</u> furnished by them, as per enclosed <u>ANNEXURE-K</u>.

18.0 For convenience of the qualified Bidders and to improve transparency, the rates/costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & At4ichment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of thee-tender.

19.0 DISCLAIMER: Rates/Costs shown above are as calculated/quoted by the respective Bidder. Company does not assume any responsibility and shall not be liable for any calculation error or omissions. However, for placement of order/award of contract, Company shall evaluate the cost details to determine the inter-se-ranking of Bidders strictly as per their Price-Bids and Bid Evaluation Criteria of the Tender. OIL INDIA LTD accepts no liability of any nature resulting from mismatch of "Total Bid Value" & price submitted under "Notes & Attachment" by any bidder and no claim whatsoever shall be entertained thereof.

Please do refer "NEW INSTRUCTION TO BIDDER FOR SUBMISSION" for the above two points and also please refer "New Vendor Manual (effective 01.03.2019)" available in the login Page of the OIL's E-tender Portal.



NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of the NIT.

Yours Faithfully

Sd-(A J SARMAH) SR. MANAGER MATERIALS (IP) FOR: GM-MATERIALS (HoD) Tender No & Date: SDI1231P20 DT: 24.04.2019

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

The following BRC/BEC will govern the evaluation of the bids received against this tender. Bids that do not comply with stipulated BRC/BEC in full will be treated as non responsive and such bids shall prima-facie be rejected. Bid evaluation will be done only for those bids that pass through the "Bid Rejection Criteria" as stipulated in this document.

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

<u>Criteria</u>	Complied	/
	Not	
	Complied.	
	`	if
	any)	
1.0 BID REJECTION CRITERIA (BRC):		
The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.		
A) TECHNICAL:		
1. The bidder should have experience of successfully executing at least one similar order during last 5(five) years preceding the original bid closing date of the tender.		
"Similar Order" is defined as "Order for quantity not less than 04 nos. of		
either Workstation or Server which must be of the following		
configuration:		
a. Workstation: Dual Intel® Xeon® 64-bit processors with Minimum 12		
Core, Minimum 128 GB RAM and Minimum 1 No NVIDIA 12 GB		
Graphic card. OR		
b. Server: Dual Intel® Xeon® 64-bit processors with Minimum 12 Core		
and Minimum 128 GB RAM".		
and Minimum 128 GB KAM .		
Note: Documentary evidence in respect of the above should be submitted in		
the form of copies of relevant Purchase Order along with copies of any of		
the following documents in respect of satisfactory execution of each of those		
Purchase Orders, such as		
(i) Satisfactory Inspection Report (OR)		
(ii) Satisfactory Supply Completion / Installation Report (OR)		

- (iii) Consignee Receipted Delivery Challans (OR)
- (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT/GST (OR)
- (v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

Note:

- a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.
- b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp.
- 2. Bid(s) not complying with Delivery, installation & commissioning, warranty and penalty clauses will be rejected.
- 3. The Bidder has to be OEM/Authorized Dealer of OEM. Authorized dealers must submit Authorisation certificate (in original) from OEM as per sample format given vide Annexure-I attached herewith. Bid(s) not accompanied with Authorization certificate (in original) from OEM will be rejected.
- 4. During the warranty period, bidder must depute service engineers at Duliajan exclusively against this order.

The bidders must state their agreement to this clause explicitly.

- 5. The Bidder must have office in Assam in its own name. This office will be the single point of contact for all warranty service related matters. Details of this local office(s) to be included along with the bid. Documentary evidence in this regard like VAT certificate of registration/Address Proof (electricity bill, telephone bill etc.), clearly stating the name of the company and the local address should be submitted along with the bid.
- 6. Delivery, installation and commissioning should be completed within 60 days of confirmed order.

B) FINANCIAL:

- a) Annual Financial Turnover of the bidder during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least Rs. 50.65 Lakhs.
- b) Net Worth of the firm should be Positive for preceding financial / Accounting year (FY: 2018-2019).

Note -For (a) & (b):

Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be

considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- i) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE-J**.

OR

- ii) Audited Balance Sheet along with Profit & Loss account."
- **b**) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

C) COMMERCIAL:

- i) Validity of the bid shall be minimum 120 days from the Bid Closing Date.
- ii) Bid security:

The bid must be accompanied by Bid Security of **Rs. 2,02,600.00** in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to GM-Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. **The Bank Guarantee towards Bid Security shall be valid for 7 months from the Bid closing date (i.e. upto 31.01.2020)**.

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

If bid security in ORIGINAL of above mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.

For exemption for submission of Bid Security, please refer Clause No. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.

iii) Bids are invited under "Single Stage Two Bid System". Bidders have to submit both the "Techno-commercial Unpriced Bids" and "Priced Bids" through electronic form in the OIL's e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced 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 of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iv) Performance Security:

The successful bidder shall submit Performance Security @ 10% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in the following form:

A Bank Guarantee in the prescribed OIL's format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).

The validity requirement of Performance Security is assuming despatch within stipulated delivery period and confirmation to all terms and conditions of order. In case of any delay in despatch or non-confirmation to all terms and conditions of order, validity of the Performance Security is to be extended suitably as advised by OIL.

<u>However, PBG will be applicable only if value of Purchase Order exceeds</u> Rs 5(five) Lakhs.

- v) 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.
- vi) 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.
- vii) All the Bids must be Digitally Signed using "Class 3" digital certificate with Organisation's name (*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 with Organisation's Name" digital certificate, will be rejected.
- viii) Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.

- ix) Price should be maintained in the "online price schedule" only. The price submitted other than the "online price schedule" shall not be considered.
- x) A bid shall be rejected straightway if it does not conform to any one of the following clauses:
- (a) Validity of bid shorter than the validity indicated in the Tender.
- (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- (c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.
- (d) In case the Party refuses to sign Integrity Pact.
- (e) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.

NOTE: FOR CLAUSE NOS. C(ii) & C(iv) OF BID SECURITY/EMD AND PBG.

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

- (i) "MT 760 / MT 760 COV for issuance of bank guarantee.
- (ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code - UTIB0001129, Branch Address - AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District - Dibrugarh, PIN- 786602

2.0 BID EVALUATION CRITERIA (BEC)

The bids conforming to the 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. The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.

A) TECHNICAL:

- i) For evaluation of bids, the cost of the material including installation & commissioning and warranty charges are to be considered (in case the bidder quotes charges for installation & commissioning and warranty services separately).
- ii) All the items shall be procured from the same source.

B) COMMERCIAL:

- i) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before submitting their offer.
- ii) Priced 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 "priced bid".
- iii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.
- iv) 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.

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of the NIT.

TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No & Date: SDI1231P20 DT:24.04.2019

any)	
(Remarks if	
Complied. (Remarks if	
Not	
Complied /	

ITEM NO. 10

WORKSTATION COMPUTERS (QTY = 07 NOS.)

Technical Specifications & Qualifying Required Technical Specifications:

- 1. **Make**: Bidder must quote **Model**: Bidder must quote
- 2. **Processor**: Dual Intel® Xeon® 64-bit Gold processors (20 Core, Base frequency 2.40 GHz, 2666 MHz, 150W, 27.5 MB L3) Chipset Intel® C62x or higher.
- 3. **Operating System**: Windows 10 Professional 64 Bit. The Quoted model Hardware Drivers must be available in OEM website for easy download. Latest Service Pack Preloaded License, OEM Media in form of DVD/CD containing OS and drivers, OS Recovery Media must be provided. Should be capable of Dual Booting. (For both Windows & Linux).
- 4. **Memory** (**RAM**): 512 GB (8 x 64GB) DDR4 2666 MHz ECC RDIMM/LRDIMM expandable up to 2 TB. 8 RAM slots should remain free for future RAM expandability.
- 5. **Hard Disk Drive**: Hard Disk: Minimum 2 x 1 TB PCIe M.2 NVMe Solid State Drive (boot drive) + 1TB SATA SSD (Internal)+ External minimum 1.90 TB SSD Drive (USB Interface).
- 6. **Graphic card**: 1 No NVIDIA Quadro P 6000 24GB with all the required cable and accessories to connect the monitors.
- 7. Optical Drive (DVD): 8x Slimline DVD+/-RW Drive.
- 8. **Power Supply**: Tool-less 80 Plus gold certified 1400W or higher with minimum 90% efficient power supply.
- 9. **Networking Communications**: Dual (Integrated on system board) Intel Gigabit Ethernet controllers with Intel Remote Wake UP, PXE.
- 10. **Keyboard & Mouse**: USB Keyboard & Mouse (Same quoted Workstation OEM Make).
- 11. Expansion Slot: Minimum 4 Nos. PCIe x16 Gen 3.
- 12. **Ports (Integrated without any external converter)**: Minimum: 10 USB ports (out of 10 USB Minimum 8 Nos USB 3.1), One serial, 2 x NIC (RJ-45), 2 PS 2 Ports and Audio Line in & Out.

- 13. **Audio**: Integrated High Definition Audio (Minimum 2 Channel) with Internal or external speaker.
- 14. **Monitor**: Dual (2 Nos.) Narrow bezel, viewing Size not less than 27" with Maximum Resolution of 1920 x 1080. Panel Type: Antiglare, IPS and LED backlight technology. Connectivity option: HDMI port, DisplayPort (In and Out), 1 x USB Type-C port and Minimum 2 USB 3.0 ports. Monitor Stand capable of height adjustable option: (Same OEM Make)
- 15. **Form Factor / Chassis**: Tower with tool-less entry and maintenance with tool free disk mounting and tool free PCI card installation features.
- 16. **Security**: Trusted Platform Module (TPM 2.0); Setup/BIOS Password; I/O Interface Security; Kensington® lock slot.
- 17. **Bays**: Minimum 6 Bays
- 18. **Certifications**: Leading ISV Vendors certification. Windows 10 Professional, FCC, UL, Red hat Linux, Epeat India.
- 19. **Software**: The hardware vendor (same workstation OEM) should supply an automatic system performance tuning software, which ensures optimum performance tuning for leading CAD/CAM/CAE.
- 20. **Standards**: Trusted Platform Module (TPM 2.0); Setup/BIOS Password; I/O Interface Security; Kensington®, lock slot.
- 21. **Warranty**: Warranty and Manufacturer Criteria: 5 years OEM comprehensive onsite warranty including monitor. Workstation OEM letter confirming that service request would be placed directly with the OEM (OEM must have support Toll free phone no) for the duration of warranty. Warranty of the product should reflect in the support web site of the OEM from the date of installation.
- ** Workstation OEM must have minimum 10 Years presence in India. OEM must be fall under top 5 manufacturers in the IDC workstation shipment. (as on last Qtr. of 2018).

SPECIAL TERMS & CONDITIONS:

A) **GENERAL CONDITIONS**:

- 1. <u>Warranty</u>: Bidders must confirm that the goods to be supplied shall be new of recent make and of best quality and workmanship and shall carry a 05 (five) years warranty from the date of Installation and OEM maintenance services with back to back onsite maintenance support against any defect arising from faulty materials, workmanship or design. Defective goods/materials or parts notified by OIL shall be replaced immediately at the vendor's expenses without involving any extra cost to OIL.
- 2. The specifications given in the tender are the minimum requirement. Bidders are required to respond to tender specifications point by point on the basis of which the offers would be evaluated and bids not meeting the tender specification will be rejected. Bids shall considered incomplete and be rejected if information/ details in any column/item in the tender document is not provided.

- 3. At the time of delivery, in case the quoted model becomes obsolete, then bidder shall offer latest model of same configuration or higher within the quoted price and under same terms & conditions after approval from competent authority in OIL.
- 4. Bidders must provide authentic published brochures/product catalogues with detailed specifications of the items for their offered make/model along with their Bid.
- 5. Support services during the warranty period must be as per the OEM's standard warranty of the product.

6. Technical Compliance Check-List:

Bidders should fill up and upload the **Technical Compliance check-list (Annexure-II)** alongwith their offer.

B) <u>DELIVERY</u>, <u>INSTALLATION AND COMMISSIONING</u>:

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

C) <u>WARRANTY</u>:

- 1. The product should carry a **05** (**five**) **years warranty** against any manufacturing defects or malfunctions.
- 2. During the warranty period, successful bidder shall provide on-site service for preventive & corrective maintenance of all hardware supplied including replacement of defective parts without any extra cost to OIL.
- 3. In case of Dealer, certificate of OEM should be attached that OEM will provide support directly or through the particular dealer during the warranty period and Pro/advance support Service with Next Business Day (NBD) on-site service.
- 4. The defective parts during the 05 years warranty period should be first repaired/replaced and only then the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under warranty and services within the stipulated period will attract penalty as mentioned below.

In case bidder fails to repair or replace a defective part(s) under warranty services clause, within 72 hours from the time of reporting the breakdown, a penalty @ 0.5% per week or part thereof will be levied on total order value. If for any reason, the bidder fails to provide services within seven successive days from the date of reporting, the period of warranty shall stand extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty as above.

- 5. Bidder will have to arrange its own transport and accommodation for its service personnel/technicians at Duliajan during Warranty Period.
- 6. The warranty should cover all free service and free spare parts, excluding consumables.
- 7. The engineers/technicians for warranty and support services should be available on on-call basis.
- 7.1 <u>Bidder should agree to provide following minimum</u> services during warranty period:
- A. Installation/ re-installation and maintenance of MS Windows Operating System, MS Office products & certain custom client applications, whenever necessary.

- B. Configuration of PC network during installation/repair according to OIL's requirement.
- C. Installation and configuration of software drivers of OIL's existing peripherals like printers, scanners, etc. which are to be used with these new PCs.
- D. Backup, formatting and restoration of systems, as and when required, ensuring no loss of data during the process.
- E. Restore PCs in case of malfunction due to Virus, including re-installation of Anti-Virus software.

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non-compliance to all the terms and conditions of the NIT.

Criteria	Complied/ Not Complied (Bidders Remarks if any)	Bidder to indicate Relevant Page No of their Bid/Document to support the Compliance / Remarks
CHECKLIST FOR TECHNICAL BID REJECTION CRITERIA (BRC) / BID EVA	LUATION CRITERI	A (BEC)
1.0 BID REJECTION CRITERIA (BRC): A) TECHNICAL:		
1. The bidder should have experience of successfully executing at least one similar order during last 5(five) years preceding the original bid closing date of the tender.		
"Similar Order" is defined as "Order for quantity not less than 04 nos. of either Workstation or Server which must be of the following configuration:		
a. Workstation: Dual Intel® Xeon® 64-bit processors with Minimum 12 Core, Minimum 128 GB RAM and Minimum 1 No NVIDIA 12 GB Graphic card. OR		
b. Server: Dual Intel® Xeon® 64-bit processors with Minimum 12 Core and Minimum 128 GB		
Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Order along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as (i) Satisfactory Inspection Report (OR)		
(ii) Satisfactory Supply Completion / Installation Report (OR)(iii) Consignee Receipted Delivery Challans (OR)		
(iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT/GST (OR)(v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.		

Criteria	Complied/ Not Complied (Bidders Remarks if any)	Bidder to indicate Relevant Page No of their Bid/Document to support the Compliance / Remarks
Note:		
a) The Purchase Order date need not be within 5 (five) years preceding original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid		
closing date of this tender.		
b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's		
official letterhead with signature and stamp.		
2. Bid(s) not complying with Delivery, installation & commissioning, warranty and penalty clauses will be rejected.		
3. The Bidder has to be OEM/Authorized Dealer of OEM. Authorized dealers must submit Authorisation		
certificate (in original) from OEM as per sample format given vide Annexure-I attached herewith. Bid(s) not accompanied with Authorization certificate (in original) from OEM will be rejected.		
4. During the warranty period, bidder must depute service engineers at Duliajan exclusively against this		
order.		
The bidders must state their agreement to this clause explicitly.		
5. The Bidder must have office in Assam in its own name. This office will be the single point of contact		
for all warranty service related matters. Details of this local office(s) to be included along with the bid.		
Documentary evidence in this regard like VAT certificate of registration/Address Proof (electricity bill,		
telephone bill etc.), clearly stating the name of the company and the local address should be submitted along with the bid.		
6. Delivery, installation and commissioning should be completed within 60 days of confirmed order.		
2.0 BID EVALUATION CRITERIA (BEC) A) TECHNICAL:		
i) For evaluation of bids, the cost of the material including installation & commissioning and warranty charges are to be considered (in case the bidder quotes charges for installation & commissioning and warranty services separately).		
ii) All the items shall be procured from the same source.		

Criteria	Complied/ Not Complied (Bidders Remarks if any)	Bidder to indicate Relevant Page No of their Bid/Document to support the Compliance / Remarks
CHECKLIST FOR TECHNICAL SPECIFICATIONS AND T	<u>TERMS</u>	
ITEM NO. 10 (WORKSTATION COMPUTER – QTY = 07 NOS.)		
Technical Specifications & Qualifying Required Technical Specifications:		
1. Make: Bidder must quote		
Model: Bidder must quote		
2. Processor: Dual Intel® Xeon® 64-bit Gold processors (20 Core, Base frequency 2.40 GHz, 2666		
MHz, 150W, 27.5 MB L3) Chipset Intel® C62x or higher.		
3. Operating System: Windows 10 Professional 64 Bit. The Quoted model Hardware Drivers must be		
available in OEM website for easy download. Latest Service Pack Preloaded License, OEM Media in		
form of DVD/CD containing OS and drivers, OS Recovery Media must be provided. Should be capable of		
Dual Booting. (For both Windows & Linux).		
4. Memory (RAM) : 512 GB (8 x 64GB) DDR4 2666 MHz ECC RDIMM/LRDIMM expandable up to 2		
TB. 8 RAM slots should remain free for future RAM expandability.		
5. Hard Disk Drive: Hard Disk: Minimum 2 x 1 TB PCIe M.2 NVMe Solid State Drive (boot drive) +		
1TB SATA SSD (Internal) + External minimum 1.90 TB SSD Drive (USB Interface).		
6. Graphic card: 1 No NVIDIA Quadro P 6000 24GB with all the required cable and accessories to		
connect the monitors.		
7. Optical Drive (DVD): 8x Slimline DVD+/-RW Drive.		
8. Power Supply: Tool-less 80 Plus gold certified 1400W or higher with minimum 90% efficient power supply.		
9. Networking Communications: Dual (Integrated on system board) Intel Gigabit Ethernet controllers with Intel Remote Wake UP, PXE.		

Criteria	Complied/ Not Complied (Bidders Remarks if any)	Bidder to indicate Relevant Page No of their Bid/Document to support the Compliance / Remarks
10. Keyboard & Mouse: USB Keyboard & Mouse (Same quoted Workstation OEM Make).		
11. Expansion Slot: Minimum 4 Nos. PCIe x16 Gen 3.		
12. Ports (Integrated without any external converter): Minimum: 10 USB ports (out of 10 USB Minimum 8 Nos USB 3.1), One serial, 2 x NIC (RJ-45), 2 PS 2 Ports and Audio Line in & Out.		
13. Audio: Integrated High Definition Audio (Minimum 2 Channel) with Internal or external		
14. Monitor: Dual (2 Nos.) Narrow bezel, viewing Size not less than 27" with Maximum Resolution of 1920 x 1080. Panel Type: Antiglare, IPS and LED backlight technology. Connectivity option: HDMI port, DisplayPort (In and Out),1 x USB Type-C port and Minimum 2 USB 3.0 ports. Monitor Stand capable of height adjustable option: (Same OEM Make)		
15. Form Factor / Chassis: Tower with tool-less entry and maintenance with tool free disk mounting and tool free PCI card installation features.		
16. Security: Trusted Platform Module (TPM 2.0); Setup/BIOS Password; I/O Interface Security; Kensington® lock slot.		
17. Bays: Minimum 6 Bays		
18. Certifications: Leading ISV Vendors certification. Windows 10 Professional, FCC, UL, Red hat Linux, Epeat India.		
19. Software: The hardware vendor (same workstation OEM) should supply an automatic system performance tuning software, which ensures optimum performance tuning for leading CAD/CAM/CAE.		
20. Standards: Trusted Platform Module (TPM 2.0); Setup/BIOS Password; I/O Interface Security; Kensington®, lock slot.		

Criteria	Complied/ Not Complied (Bidders Remarks if any)	Bidder to indicate Relevant Page No of their Bid/Document to support the Compliance / Remarks
21. Warranty: Warranty and Manufacturer Criteria: 5 years OEM comprehensive onsite warranty including monitor. Workstation OEM letter confirming that service request would be placed directly with the OEM (OEM must have support Toll free phone no) for the duration of warranty. Warranty of the product should reflect in the support web site of the OEM from the date of installation. ** Workstation OEM must have minimum 10 Years presence in India. OEM must be fall under top 5		
manufacturers in the IDC workstation shipment. (as on last Qtr. of 2018). SPECIAL TERMS & CONDITIONS:		
A) GENERAL CONDITIONS:		
 Warranty: Bidders must confirm that the goods to be supplied shall be new of recent make and of best quality and workmanship and shall carry a 05 (five) years warranty from the date of Installation and OEM maintenance services with back to back onsite maintenance support against any defect arising from faulty materials, workmanship or design. Defective goods/materials or parts notified by OIL shall be replaced immediately at the vendor's expenses without involving any extra cost to OIL. The specifications given in the tender are the minimum requirement. Bidders are required to respond to tender specifications point by point on the basis of which the offers would be evaluated and bids not meeting the tender specification will be rejected. Bids shall considered incomplete and be rejected if information/ details in any column/item in the tender document is not provided. At the time of delivery, in case the quoted model becomes obsolete, then bidder shall offer latest model of same configuration or higher within the quoted price and under same terms & conditions after approval from competent authority in OIL. Bidders must provide authentic published brochures/product catalogues with detailed specifications of the items for their offered make/model along with their Bid. 		
5. Support services during the warranty period must be as per the OEM's standard warranty of the product.		

Criteria	Complied/ Not Complied (Bidders Remarks if any)	Bidder to indicate Relevant Page No of their Bid/Document to support the Compliance / Remarks
6. <u>Technical Compliance Check-List</u> : Bidders should fill up and upload the <u>Technical Compliance check-list (Annexure-II)</u> alongwith their offer.		
B) <u>DELIVERY, INSTALLATION AND COMMISSIONING</u> :		
1. Delivery, installation and commissioning should be completed within 60 days of confirmed order.		
C) <u>WARRANTY</u> :		
1. The product should carry a 05 (five) years warranty against any manufacturing defects or malfunctions.		
2. During the warranty period, successful bidder shall provide on-site service for preventive & corrective maintenance of all hardware supplied including replacement of defective parts without any extra cost to OIL.		
3. In case of Dealer, certificate of OEM should be attached that OEM will provide support directly or through the particular dealer during the warranty period and Pro/advance support Service with Next Business Day (NBD) on-site service.		
4. The defective parts during the 05 years warranty period should be first repaired/replaced and only then the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under warranty and services within the stipulated period will attract penalty as mentioned below.		
In case bidder fails to repair or replace a defective part(s) under warranty services clause, within 72 hours from the time of reporting the breakdown, a penalty @ 0.5% per week or part thereof will be levied on		
total order value. If for any reason, the bidder fails to provide services within seven successive days from the date of reporting, the period of warranty shall stand extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty as above.		
5. Bidder will have to arrange its own transport and accommodation for its service personnel/technicians at Duliajan during Warranty Period.		

Criteria	Complied/ Not Complied (Bidders Remarks if any)	Bidder to indicate Relevant Page No of their Bid/Document to support the Compliance / Remarks
6. The warranty should cover all free service and free spare parts, excluding consumables.		
7. The engineers/technicians for warranty and support services should be available on on-call basis.		
7.1 <u>Bidder should agree to provide following minimum services during warranty period</u> :		
A. Installation/ re-installation and maintenance of MS Windows Operating System, MS Office products & certain custom client applications, whenever necessary.		
B. Configuration of PC network during installation/ repair according to OIL's requirement.		
C. Installation and configuration of software drivers of OIL's existing peripherals like printers, scanners, etc. which are to be used with these new PCs.		
D. Backup, formatting and restoration of systems, as and when required, ensuring no loss of data during the process.		
E. Restore PCs in case of malfunction due to Virus, including re-installation of Anti-Virus software.		
NOTE: Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the terms and conditions of the NIT.		

Annexure-I

Sample authorisation letter from OEM (To be typed on the letterhead of the OEM)

Ref. No	Date
The DGM (Materials) Oil India Limited, Duliajan-786 602	
Sir,	
Sub: Authorisation Certificate	
Ref: Your tender enquiry No	Dated
We hereby authorize M/s above tender on our behalf.	to quote, supply and provide service for the
	Yours faithfully, For (type name of the firm here)
	Signature of Authorised Signatory Name : Designation : Phone No. Place :
	Date: (Affix Seal of the Organization here, if applicable)

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 **SDI1231P20** 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 Organization "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 cartelization 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.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

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.
- 4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
- 5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract or as mentioned in Section 9- Pact Duration whichever is later. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

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 Earnest Money Deposit / Bid Security.
- (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 Security Deposit / Performance Bank Guarantee.
- 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 Principal will enter into Pacts on identical terms with all bidders and contractors.
- 2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
- 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

- 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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
- 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. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 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 intensions.

A J SARMAH SMM (IP)	
For the Principal	For the Bidder/Contractor
	Witness 1:
Place. DULIAJAN	Witness 2:

Place. DULIAJAN Date . 25.04.2019

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Annexure-EEE

Tende	r No.		
Bidde	r's Name :		
		Complianc	e by Bidder
SL.	BEC / TENDER REQUIREMENTS		Indicate Corresponding
NO.			page ref. of unpriced bid or
1	Confirm that validity has been offered as per NIT.	Confirmed' / Not applicable	Comments
	·		
	Confirm that Bid Security / Earnest Money has been submitted		
	as per NIT (Wherever Applicable) ?		
3	Confirm that you shall submit Performance security (in the		
	event of placement of order) (Wherever Applicable)?		
4	Confirm that duly signed Integrity Pact has been submitted as		
	per NIT (Wherever Applicable) ?		
5	Confirm that you have submitted documentary evidence of		
	successfully executing one Purchase order as stipulated in NIT in		
	any of the preceding 5 financial years (*)		
6	Confirm that you have submitted Balance Sheet and Profit and		
	Loss Account of any of the preceding 3 financial years certified		
	by a chartered accountant.		
7	Confirm that the bid has been signed using Class 3 digital		
	certificate with Organisation's Name as per NIT.		
8	Confirm that you have not taken any exception/deviations to		
	the NIT.		

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of the purchase order cited above.

Response Sheet Annexure-FFF

Tender No.	
Bidders Name	

Bidders Response Sheet

SI No.	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of	
	order on you (if applicable)	
8	Integrity Pact Submitted (if applicable)	
9	Whether you have submitted documentary evidence of successfully executing	
	one Purchase order as stipulated in NIT in any of the preceding 5 financial	
	years (*)	
10	Whether you have submitted Balance Sheet and Profit and Loss Account of	
	any of the preceding 3 financial years certified by a chartered accountant.	
11	Delivery Period in weeks from placement of order	
12	Complied to Payment terms of NIT (if applicable) otherwise to Standard	
	Payment Terms of OIL or not.	
13	If bidder is MSE whether you have quoted your own product	
14	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing	
	Bank including Telephone, Fax Nos and Email id of branch manager	

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory

(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETER HEAD) (ALL FIELDS ARE MANDATORY)

Tender No.	:	
Name of Beneficiary	:M/s	
Vendor Code	:	•••••••••••
Address	:	
Phone No. (Land Line)	:	
Mobile No.	:	
E-mail address	:	
Bank Account No. (Minimum		
Eleven Digit No.)	:	
Bank Name	:	
Branch	:	
Complete Address of your	:	
Bank	:	
IFSC Code of your Bank		
a) RTGS	:	
b) NEFT	:	
PAN	:	
VAT Registration No.	:	
CST Registration No.	:	
Service Tax Registration No.	:	
Provident Fund Registration	:	
our above mentioned accoun	nt directly and we shall not hold	Oil India Limited can be remitted to Oil India Limited responsible if the ount due to incorrect details furnished
	Office Seal	Signature of Vendor

Counter Signed by Banker: Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

- 1) PAN Card
- 2) VAT Registration Certificate
- 3) Service Tax Registration
- 4) CST Registration
- 5) Provident Registration Certificate
- 6) Cancelled cheque of the bank account mentioned above (in original).
- 7) Bank Statement not older than 15 days on the date of submission.