

**ANNEXURE-I**

**OIL INDIA LIMITED**  
(A Government of India Enterprise)  
P.O. Duliajan-786602, Assam, India  
E-mail: [material@oilindia.in](mailto:material@oilindia.in)

**INVITATION FOR LOCAL COMPETITIVE BID**

OIL INDIA LIMITED invites Local Competitive Bid (LCB) through its e-procurement portal <https://etender.srm.oilindia.in/irj/portal> for the following items:

<b>E-Tender No</b>	<b>Bid Closing/Opening Date</b>	<b>Item Description</b>
<b>SDI1297P17 Dt. 31.05.2016</b> Single Stage Composite Bid System	<b>07.07.2016</b>	<b>FULLY AUTOMATED 5 PART CELL COUNTER</b>
<b>SDI1289P17 Dt. 30.05.2016</b> Single Stage Composite Bid System	<b>07.07.2016</b>	<b>AC BUNK HOUSE &amp; CREW CABIN</b>
<b>SDI1301P17 Dt. 31.05.2016</b> Single Stage Composite Bid System	<b>07.07.2016</b>	<b>TEST SIMULATION SERVER</b>
<b>SDI1321P17 Dt. 02.06.2016</b> Single Stage Composite Bid System	<b>07.07.2016</b>	<b>PROBES, LAPAROSCOPIC &amp; TEST STRIPS</b>
<b>SDI1115P17 Dt. 16.05.2016</b> Single Stage Composite Bid System	<b>07.07.2016</b>	<b>MUD TANK – 04 NOS</b>
<b>SDI1261P17 DT:30.05.2016</b> Single Stage Composite Bid System	<b>07.07.2016</b>	<b>DIGITAL I/S WIRELESS SETS - 78 NOS</b>

Tender fee (Non-refundable): Rs 1,000.00; Bid Closing/Opening Time: **(11 Hrs.) IST/(14 Hrs.) IST**; Period of sale of documents: **Till one week prior to bid closing date**. 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](http://www.oil-india.com).

**NOTE:** All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.



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

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

Email: tuhin\_roy@oilindia.in ; erp\_mm@oilindia.in

**FORWARDING LETTER**

**Tender No.** : SDI1301P17 Dt. 31.05.2016

**Tender Fee** : Rs 1,000.00

**Bid Security** : Applicable

**Bidding Type** : SINGLE STAGE COMPOSITE BID SYSTEM

**Tender Type** : Open Tender

**Bid Closing / Opening on** : As mentioned in the e-portal

**Performance Security** : Applicable

**Integrity Pact** : Not Applicable

OIL invites Bids for **Supply, Installation & Commissioning of Test Simulation Server (Qty. 02 Nos.)** through its e-Procurement site under **SINGLE STAGE COMPOSITE 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 = 0374-2807171 , 0374-2807192. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@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.

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 – 1A**.
- 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 RFX** Response.

**Special Note:**

**1.0 Technical and Financial Criteria:**

In addition to the general BRC/BEC, following Technical and Financial criteria shall be considered as on the original Bid Closing Date. (**Documentary evidence to be provided along with the bid in Technical RFx -> External Area -> Tender Documents failing which the offer shall be rejected**).

<b>Criteria</b>	<b>Complied / Not Complied.</b>
	<b>Documentary evidence submitted / not submitted</b>
a) Bidder should have experience of successfully executing atleast 1 (one) similar order of Supply, installation & commissioning of servers (rack/tower) for Rs. 8.43 Lakhs in preceding 5 (five) years.	
b) Annual financial turnover of the firm in any of the preceding 3 financial years should not be less than 8.43 Lakhs.	
c) Net Worth of the firm should be Positive for preceding financial / accounting year.	

Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the 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 (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above. For Annual financial turnover enclose the audited Annual Report , Balance Sheet and Profit and Loss Account certified by a chartered accountant.

**2.0 Vendors having OIL's User ID & password may pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).**

Vendors who do not have OIL's User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL's e-tender portal and then pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

Alternatively application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in the form of crossed "Payee Account only "Bank Draft/Bankers' Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders payable to the OIL is to be sent to **DGM-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto one week prior to the Bid closing date (or as amended in e-portal).** The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ..." for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com).

**NOTE:**

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

3.0 The tender is invited under SINGLE STAGE- COMPOSITE 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.

3.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User - > Technical Bid only.

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

- a) **Original Bid Security**
- b) **Detailed Catalogue (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.

**5.0 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 through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous**

**Tenders for more details. MSE bidders are exempted from submission of Tender Fees and Bid Security/Earnest Money provided they are registered for the items they intend to quote.**

- 6.0 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.
- 7.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 8.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 9.0 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.
- 10.0 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.
- 11.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 12.0 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.

**NOTE:**

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

**Yours Faithfully**

**Sd-  
(T. ROY)  
DEPUTY MANAGER MATERIALS (IP)  
FOR : DGM-MATERIALS**

Tender No &amp; Date: SDI1301P17 Dt. 31.05.2016

**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.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p>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.</p> <p><b>A) COMMERCIAL:</b></p> <p>i) Validity of the bid shall be minimum 90 days from the Bid Closing Date.</p> <p>ii) Bid security: The bid must be accompanied by Bid Security of <b>Rs 34,000</b> in OIL's prescribed format as Bank Guarantee or a Cashier's cheque or Demand Draft in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. <b>The Bank Guarantee towards Bid Security shall be valid for 6 months from Bid closing date. (i.e. upto 07.01.2017). Cashier's cheque or Demand Draft shall be valid for minimum 90 days or as per RBI's guidelines, drawn on “Oil India Limited” and payable at Duliajan, Assam</b></p> <p><b>Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.</b></p> <p><b><u>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.</u></b></p>	

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 Composite 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.

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 any one of the following forms :

(a) A Bank Guarantee in the prescribed OIL’s format valid for 3(three) months beyond the Warranty period indicated in the Purchase Order /contract agreement.

(b) A Cashier's cheque or Demand Draft with validity of minimum 90 days or as per RBI’s guidelines, drawn on “Oil India Limited” and payable at Duliajan, Assam.

The Performance Security for capital nature items like plant and machinery etc. shall be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier. However, for consumables like chemicals, cement, tubular etc. the Performance Security shall be valid for 12 months from the date of shipment/despatch plus 3(three) months.

**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.**

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

**ix). 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) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.**

## **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.

### **A) COMMERCIAL:**

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

ii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

iii) 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 NIT terms and conditions of NIT.**



**TECHNICAL SPECIFICATIONS WITH QUANTITY****Tender No & Date: SDI1301P17 Dt. 31.05.2016**

<b>Clause No of Tender Document</b>	<b>Description</b>	<b>Bidders Remarks Complied/ Not Complied/ Deviation</b>	<b>Bidder to indicate Relevant Page No of their Bid to support the remarks / compliance</b>
<b><u>A .Delivery, Installation &amp; Commissioning Terms</u></b>			
1.	Delivery, installation and commissioning should be completed within 60 days of confirmed order.		
2.	All items under Scope of Work for Bidder (Clause D) must be completed and acceptable to OIL.		
3.	All accessories including tools/licenses/connectors/cables, etc. for Ethernet/fibre/USB/Power etc. required for installation of the equipment have to be supplied by the vendor. Any item or activity not specifically mentioned in this document, but required to complete the installation, will be the sole responsibility of the successful bidder.		
4.	Date of commissioning will be certified in writing by OIL.		
5.	Provide complete documentation pertaining to h/w configurations and software activities performed in proper sequence. There should be a complete knowledge transfer to the OIL's Team.		
<b><u>B. Scope of Work for Bidder</u></b>			
<b><u>B1. Hardware Setup</u></b>			
1.	All items must be mounted on the existing "HP 10000 G2 42U" rack at OIL's datacenter at Duliajan.		
2.	All servers and accessories must be installed & configured as per OIL's requirement.		
<b><u>B2. Software Setup</u></b>			

1.	Install VMware ESXi on the servers.		
2.	Provide complete documentation of h/w configurations and software activities performed in proper sequence.		
<b>C. Warranty Service Terms and Clauses</b>			
1.	Comprehensive on-site warranty covering the entire solution for a minimum period of 3 (three) years from the date of successful completion of installation and commissioning.		
2.	Any software/firmware upgrades, of supplied hardware and software, released during warranty period have to be supplied free of cost to OIL and installed on the relevant systems as per advice of OIL.		
3.	For subscription based software, subscription should be provided to OIL for the entire warranty period.		
4.	Single point of contact (name, telephone no., email address etc.) is to be provided by the successful bidder before the equipment is commissioned. This should be of the person whom OIL personnel will contact in case of any problem with any equipment/software/hardware. The vendor must also submit an escalation matrix to facilitate the warranty support.		
5.	Preventive & corrective maintenance of all hardware/ software supplied is to be carried out by the successful bidder, including replacement of defective parts during warranty period, at no extra cost to OIL.		
6.	The bidder has to bear the cost of travelling, local conveyance, boarding and lodging expenses of his service engineer.		
7.	The hardware/ software problem shall have to be rectified within 120 hrs(5 days). of reporting the call, else penalty will be levied as per Penalty clause.		
8.	The defective parts under warranty should be first repaired / replaced and only thereafter the defective items can be taken out of OIL's premises		
9.	All the activities carried out under the scope of work against Installation & Commissioning will be covered under warranty, i.e. any or all such activities, if necessary, will have to be re-done by the vendor during the warranty period.		
<b>D. Annual Maintenance Contract(AMC)</b>			
1.	The successful bidder will have to provide		

	comprehensive on-site AMC covering the entire solution for a period of 2 (two) years.		
2.	The AMC will start after the successful completion of the warranty period.		
3.	Any software/ firmware upgrades released during AMC period have to be supplied free of cost to OIL and installed on the relevant systems as per advice of OIL.		
4.	All tools, software patches, diagnostics and debugging tools have to be provided by the bidder free of cost. For subscription based software, subscription should be provided for the entire AMC period. Vendor to provide relevant documents to OIL.		
5.	For hardware equipment, vendor should have back-to-back agreement with respective OEM to provide support for the entire warranty & AMC period. If OIL desires, the vendor has to provide relevant documents to OIL.		
6.	The AMC will include supply and installation of any spares required for maintenance of the system at bidder's cost.		
7.	Single point of contact (name, telephone no., email address etc.) is to be provided by the successful bidder before the equipment is commissioned. This should be of the person whom OIL personnel will contact in case of any problem with any equipment/software/hardware. The vendor must also submit an escalation matrix to facilitate the warranty support.		
8.	The hardware/ software problem shall have to be rectified within 72 hrs. of reporting the call, else penalty will be levied as per Penalty clause.		
9.	All the activities carried out under the scope of work against Installation & Commissioning, will be covered under AMC, i.e. any or all such activities, if required, will have to be re-done during the AMC period.		
10	The charges for AMC should be quoted on yearly basis and will be considered for commercial evaluation. However, if it is found that the AMC charges are quoted unrealistically/unreasonably low in comparison to the equipment cost, vendor will be required to furnish detailed support plan and methodology to maintain the system as per this tender requirement. In case		

	the support plan and methodology is found unacceptable, then OIL will have the right to exercise alternative options by readjusting the AMC & warranty charges from the total quoted bid, at its own discretion.		
11	The payment for AMC will be made on half-yearly basis after successful completion of service for that period. Any penalty amount due for the invoiced period shall be deducted from the payment for that period. However, total penalty amount for an invoiced period shall not exceed 15% of the invoiced amount for that period.		
12.	The invoice sent should be enclosed with a covering letter addressed to DGM-IT, IT Department, Oil India Ltd, Duliajan, Assam - 786602, clearly mentioning: a. The OIL Purchase Order no. b. The Period of the warranty covered by the invoice		
13.	OIL Order No., period covered by the invoice, VAT/ any other taxes/ duties, as applicable, should be clearly mentioned in the AMC invoices		
14.	Any shortfall in provision of AMC & warranty services will be penalized according to the Penalty Clause of this document.		
<b><u>E. Penalty Terms During Warranty</u></b>			
1.	In case the vendor fails to resolve any major/critical issue within five (05) successive days from the date of reporting, the period of AMC shall be extended by that many number of days, at no extra cost to OIL.		
<b><u>F. Penalty Terms During AMC</u></b>			
1.	In case the vendor fails to resolve any major/critical issue, covered under AMC terms, within 72 hours from the time of reporting, a penalty Rs.3000/- per day will be levied.		
2.	If the bidder fails to provide services/ replacement within five (05) successive days from the date of reporting, the period of AMC shall be extended by that many number of days, at no extra cost to OIL in addition to the daily penalty amount.		
<b><u>G. Payment Terms</u></b>			
1.	70% of material cost after delivery		
2.	30% of material cost and installation & commissioning charges after successful		

	completion of installation and commissioning		
3.	Payment against AMC will be made on half-yearly basis after successful completion of service for that period.		
<b>H. Special Terms &amp; Conditions</b>			
1.	Bidders should submit their bids explicitly mentioning compliance / non-compliance to all the NIT terms and conditions. The bidder must explicitly confirm that all equipment quoted will not reach EOL within 1 year or EOS within 5 years from the date of submitting the bid.		
2.	Cross-reference of each item specs to be made on supplied data sheet		
3.	All hardware, software, licenses, subscriptions, etc. should be registered with respective OEM in the name of Oil India Limited. Any login credentials provided by OEM should be shared with OIL		
4.	Printed Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid. OIL has the discretion to reject bids not accompanied with Printed Technical Brochure/Product Catalogue of the quoted model.		
5.	The Non Disclosure Agreement has to be agreed and signed by the bidder.		
7.	The compliance sheet(all points) has to be filled accordingly by the bidder.		
8.	The total value of the material cost, installation and commissioning charges, warranty and AMC charges for 3 years will be considered for evaluation of the bid.		
9.	Necessary documentary evidence in support of all the eligibility criteria is to be submitted by the bidder along with the bid.		
10.	All items shall be procured from same source.		
11.	Bidders not complying with delivery, installation, commissioning, warranty, AMC and payment term clauses shall be rejected.		
12.	The Bidder has to be OEM/ Joint Venture of OEM/ Subsidiary of OEM/ Authorized Dealer of OEM/ Distributor of OEM/ Partner of OEM. Joint Venture companies, subsidiaries, authorized dealers, distributors and partners must submit documentary evidence to this effect and authorization letter (in		

	Original) from OEM to quote for the Enquiry, as per Annexure-I, stating that the OEM will provide support directly or through the particular dealer including replacement of spares, and the validity of the certificate should be for a minimum period of 60 months from the date of submission of offers/bids, failing which their offer will be rejected.		
13.	OEM bidders will have to state on their company letter head, that they will provide support directly, including replacement of spares, for a minimum period of 60 months from the date of submission of offers/bids, failing which their offer will be rejected.		
	The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, as per Annexure-II, stating that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, shall be used, failing which, their offer will be rejected.		
14.	Bidder has to submit both Technical and Commercial bids separately, failing which their Bid will be rejected.		
15.	Bidder shall have to quote for all the items as specified in RFQ. Partial offers will be considered as non-responsive and will be rejected.		
16.	The unique make & model has to be quoted by the bidder in the technical bid. Bids which do not have the make & model will be rejected.		
<b>Technical Specification: QTY : 2 servers</b>			
1.	<b>ITEM NO. 10, TEST SIMULATION SERVER, (QNTY. – 2 NOS.)</b>  Technical Specification:		

Sl. No.	Parameter	Specification	Agree/		
	<b>Disagree</b>	<b>Enhancement</b>			
1.	Make & Model	make & Model is To be quoted by bidder.			
2.	Form Factor	1U/2U			
3.	Processor	1*Intel Xeon E5-2600 V3 family, min 12 core, min 15 MB L3 Cache			
4.	Memory	Min 64 GB DDR4 (expandable upto 128 GB)			
5.	Hard Disk	2xMin 300GB, 10K RPM, SAS hot-pluggable hard drives	with		
	RAID 1	implementation Small Form Factor(SFF).			
6.	Optical Drive	DVD ROM Drive (1 No.)			
7.	Network Interface	a) 1 Gigabit Ethernet Interface with RJ-45	Port-Min		
	4(Four) Nos.	b) 10Gbe NIC with FCoE enabled	for		
	connectivity to SAN Storage-Min 2(Two) ports.				
8.	USB Ports	Min 2x USB 2.0 or higher			
9.	Power supply	2 Nos of Power Supply (Redundancy).			
10.	Hot-swap components	Power supplies, fan modules and hard disk drives.			
11.	Energy Efficiency Compliance	Energy Star Compliant			

	12. Operating system	Windows Server 2012 Standard Edition (1 unit) with paper/e-license key on good quality DVD/CD media.		
	13. Driver Software	All necessary hardware drivers, system configuration software, etc. to be supplied on on good quality DVD/CD media.		
	14. Management Port	Dedicated 10/100 Ethernet port for Web based remote interface and remote console.		
	15. Cables/ Connectors	All connectors/ cables, etc. for installation of the equipment to be provided.		
	16. Warranty	3 years onsite warranty.		
	17. Virtualisation Software	Vmware Vsphere Standard Esxi 6 (1 unit per processor) with all relevant licenses, software,driver,firmware, etc. on good quality DVD/CD media.		
	18. Subscription of Virtualisation software	3 years		
	<b>ITEM NO. 20, INSTALLATION &amp; COMMISSIONING, (QNTY. – Lumpsum)</b> Installation & Commissioning of all supplied items			
	<b>ITEM NO. 30, ANNUAL MAINTENANCE CONTRACT FOR 2 YEARS, (QNTY. – Lumpsum )</b> Annual Maintenance Contract for 2 Years for 2 nos. TEST SIMULATION SERVER after successful completion of warranty period			

**NOTE:**

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



**Tender No SDI1301P17 Dt. 31.05.2016****PRICE SCHEDULE**

			<b>(A)</b>	(B)	(C)	(D) =(A x B)+C
<b>S/N</b>	<b>DESCRIPTION</b>	<b>UOM</b>	<b>QTY</b>	Unit Price (In Rs)	Applicable Taxes on (B) (In %)	Total Price (In Rs)
1	TEST SIMULATION SERVER	No	2			
2	Installation and Commissioning	Lumpsum	1			
3	AMC of 2 years of 2 nos. TESTt SIMULATION SERVER	Lumpsum	1			
Total price of all the above items (In Rs)						
Total Freight & Insurance (In Rs)						
Entry Tax if applicable (In Rs)						
Any Other Charges (In Rs)						
Total FOR Destination Price (In Rs)						
<b>NOTE:</b> a) Bidders should fill up, sign and upload the price breakup of all the items as per "Annexure HHH" under "Notes & Attachments" > "Attachments" only. The filled up price breakup of all the items should not be uploaded in Technical RFx Response folder. b) Bidders may include additional rows and columns in this document to show the prices quoted by them. c) In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail. d) Taxes, Excise duty, if any, should be quoted separately. If taxes etc. are not shown separately the offer will be considered to be inclusive of all taxes, duties etc. and will be binding on the bidder.						

## Annexure-I

Sample authorization letter from OEM  
(To be typed on the letterhead of the Issuing Company)

Ref. No \_\_\_\_\_ Date \_\_\_\_\_

The Head (Materials)  
Oil India Limited,  
Duliajan-786 602

Sir,

Sub: Authorization Certificate  
Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

We hereby authorize M/s \_\_\_\_\_ to quote and provide onsite warranty and Annual Maintenance support, including replacement of spares, for the above tender, on our behalf.

This certificate is valid up to \_\_\_\_\_ (60 months from the date of submission of offer).

Yours faithfully,  
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here)

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Annexure-II

Sample undertaking of authenticity letter from OEM  
(To be typed on the letterhead of the Issuing Company)

Ref. No \_\_\_\_\_ Date \_\_\_\_\_

The Head (Materials)  
Oil India Limited,  
Duliajan-786 602

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

With reference to the Servers being quoted to you vide our quotation No. .... cited above, we hereby undertake that all the components/ parts/ assembly/ software used in the Servers under the above like Hard disk, Monitors, Memory, etc., shall be original, new components/ parts/ assembly only, from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, are being used or shall be used.

We also undertake that in respect of licensed operating system and other software, it shall be sourced from the authorized source (Authorized Microsoft Channel or Proprietor of the software).

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/ Software billed, we agree to take back the Servers without demur, if already supplied, and return the money, if any, paid to us by you in this regard.

We also take full responsibility of both Parts & Service SLA as per the content, even if there is any defect by our authorized Service Centre/ Reseller/SI, etc.

Yours faithfully,  
For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here)

# **NON-DISCLOSURE AGREEMENT**

**BETWEEN**

**Oil India Ltd (OIL)**, a company incorporated under the Companies Act, 1956 and having its registered office at Duliajan, Assam – 786602, hereinafter referred to as “**OIL**” (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assignees) of the **ONE PART** and

**AND**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ . (hereinafter referred to as “\_\_\_\_\_” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **SECOND PART**;

**OIL** and \_\_\_\_\_ are hereinafter collectively referred to as the “Parties”.

**WHEREAS**, the Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves. In the course of such discussions and negotiations, it is anticipated that each Party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Project**”).

The Parties wish to ensure that all such confidential information disclosed by either party will be held by the party who has received it in confidence and used solely in connection with their cooperation.

**NOW, THEREFORE**, in consideration of the foregoing premises, and the mutual covenants contained herein, the Parties hereby agree as follows:

## **ARTICLE 1. DEFINITION**

For the purpose of this Agreement,

### **ARTICLE-1: CONFIDENTIAL INFORMATION**

“Confidential Information” shall mean and include any information of any nature (commercial, technical, marketing, financial, etc.) in any form including but not limited to copy, abstract, sample, note or module, disclosed by either party (the “Disclosing Party”) to the other party (the “Receiving Party”) within the scope of the Project, whether such information are disclosed through written documents, electronic transmissions, orally or visually, and without it being necessary for the Disclosing Party to specify the confidential nature of such information.

## **ARTICLE 2. CONFIDENTIALITY**

**2.1** The Receiving Party hereby agrees to consider and treat as strictly confidential, during the term of this Agreement, the Confidential Information of the Disclosing Party. This paragraph shall survive after any expiration or termination of this Agreement and shall bind Receiving Party, its employees, agents, representatives, successors, heirs and assigns.

The Receiving Party agrees in particular:

- i) not to publish in any manner or otherwise disclose to any third party any Confidential Information or part of it, and to treat all Confidential Information at least with the same degree of care as it applies to its own files of a confidential nature;
- ii) not to use Confidential Information, even partially, for the benefit of any third party or for its own account (except for the sole purpose of the business arrangement described in the recitals above);
- iii) not to decompile, disassemble, decode, reproduce, redesign, reverse engineer or manufacture any information, code, process, products or equipment of the Disclosing Party or any part thereof; and
- iv) to disclose Confidential Information only to those of its employees and Affiliates who have a reasonable need to know in connection with the business arrangement described in the recitals above, to inform such employees of the confidential nature of the Confidential Information, and to cause them to comply with any and all terms of this Agreement.

- v) to disclose confidential information to consultants engaged by receiving Party provided such consultant also executes a Non-Disclosure Agreement with the receiving party that contains terms and conditions that are no less restrictive than these and with the prior consent of the disclosing party.

**2.2** Neither **OIL** nor \_\_\_\_\_ shall disclose to the public or to any third parties (i) the fact that the cooperation described in the recitals above is taking place between them, or (ii) the fact that Confidential Information have been made available to it or that it

has inspected any portion of the Confidential Information, without the prior written consent of the other party, unless required to do so by applicable law or regulation.

In the latter case, prior to disclosure of any information concerning the existence of the cooperation, the party obliged to make a disclosure shall inform the other party of the reason and proposed content of such disclosure and shall written consent thereon.

### **ARTICLE 3. EXCEPTIONS**

The obligations set forth in **Article 2** of this Agreement shall not apply to Confidential Information which:

- i) is in the public domain at the time of its disclosure by the Disclosing Party or thereafter falls into it without any breach of this Agreement (and, in that case, only from the date on which it fell into the public domain) ;
- ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party, provided that the Receiving Party gives proper evidence of such prior knowledge; or
- iii) has been rightfully obtained by the Receiving Party from a third party without any breach of a confidentiality obligation towards the Disclosing Party; or
- iv) has been independently discovered or developed by the Receiving Party without using Confidential Information, so long as such independent discovery or development can be documented and verified.
- v) is required to be disclosed as per any law in force in India or under order of any competent court.

Confidential Information shall not be deemed to be or fall within exceptions i) to v) merely because it is embraced by more general information in the public domain or by more general

information thereafter acquired or developed by the Receiving Party. In addition, any combination of features/items/information/data shall not be deemed to be within the foregoing exceptions merely because individual features/items/information/data are in the public domain or in the possession of the Receiving Party.

#### **ARTICLE 4. RETURN OF DOCUMENTS**

Upon the expiration of this Agreement, or at the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all documents including but not limited to copies, abstract, extracts, samples, notes or modules embodying Confidential Information of the Disclosing Party, or, at the option and direction of the Disclosing Party, destroy all copies of the Disclosing Party's Confidential Information and certify in writing that such copies have been duly destroyed. Until that date, the Receiving Party shall keep such documents in a place permitting both their secrecy and their rapid recovery.

#### **ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS**

**5.1** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any

**5.2** Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.

**5.3** Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.

**5.4** Other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

#### **ARTICLE 6. NO WAIVER OF RIGHT ON DELAY**

**6.1** No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

#### **ARTICLE 7. APPLICABLE LAW – JURISDICTION**

**7.1** All disputes arising in connection with this Agreement, if not settled amicably by the Parties, shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act.

**7.2** The arbitration shall be conducted in English. The arbitral tribunal shall have its seat in **Guwahati** or any other place as may be mutually agreed by both the parties. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the party as provided in the Act.

**7.3** The Courts of **Dibrugarh** shall only have the jurisdiction for the purpose of this Agreement

#### **ARTICLE 8. DURATION**

This Agreement shall come into force on the date written hereunder, and shall remain in force for a period of **four (4)** years starting from such date. The obligations set forth in Article 2 hereof shall survive the expiration of this Agreement for the period specified in such Article.

#### **ARTICLE 9. COMPLETE AGREEMENT**

The Parties agree that this Agreement (i) is the complete and exclusive statement between the Parties with respect to the protection of the confidentiality of Confidential Information, (ii)



supersedes all related discussions and other communications between the Parties, and (iii) may only be modified in writing by authorized representatives of the Parties.

#### **ARTICLE 10. PUBLICATIONS**

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

#### **ARTICLE 11. REMEDIES**

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written hereunder.

Made on \_\_\_\_\_, at \_\_\_\_\_(Place)

**On behalf of OIL**

**On behalf of \_\_\_\_\_**

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Name:

Name:

Designation:

Designation:

**Technical Bid Checklist****Annexure-EEE**

Tender No.			
Bidder's Name :			
BEC / TENDER REQUIREMENTS		Compliance by Bidder	
SL. NO.		Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.		
2	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

**ANNEXURE - GGG**

**(TO BE FILLED UP BY ALL THE VENDOR IN THEIR OWN LETTER 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 :.....

I/We confirm and agree that all payments due to me/us from Oil India Limited can be remitted to our above mentioned account directly and we shall not hold Oil India Limited responsible if the amount due from Oil India Limited is remitted to wrong account due to incorrect details furnished by us.

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.