

ANNEXURE-II

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan-786602, Assam, India
E-mail: 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:

E-Tender No	Bid Closing/Opening Date	Item Description
SDI1899P17 Dt. 27.07.2016 Single Stage Two Bid System	01.09.2016	Microsoft License

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.**

E-Tender No	Bid Closing/Opening Date	Item Description
SDI1910P17 Dt. 28.07.2016 Single Stage Two Bid System	15.09.2016	Hospital Management and Information System for OIL Hospital, Duliajan

Tender fee (Non-refundable): Rs 1,000.00 shall be accepted **till 16.08.2016** only. All the vendors who purchase the Tender Document within **16.08.16** will only be eligible to attend the Pre-Bid Conference at Kolkata.

NOTE:

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.

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. : SDI1899P17 Dtd 27.07.16

Tender Fee : Rs 1,000.00

Bid Security : Applicable

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Tender Type : Open Tender

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

Performance Security : Applicable

Integrity Pact : Applicable

OIL invites Bids for **Microsoft Licenses** 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 = 0374-2807171 , 0374-2807192. Email id = 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).**

Criteria	Complied / Not Complied. Documentary evidence submitted / not submitted
a) Bidder should have experience of successfully executing atleast 1 (one) similar order for Software licenses amounting to Rs 1.45 Crores 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 Rs 1.45 Crores.	
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.

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-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.

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. 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.

3.2 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted in "Conditions Tab". Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments".**

3.3 **A screen shot in this regard is given below.** Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in [Annexure-CCC](#).

Display RFx Response:

Edit | Print Preview | **Technical RFx Response** | Close | Withdraw | Verify

RFx Response Number 60006452 RFx Number TEST2 Status Submitted
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version 1

RFx Information | Items | Notes and Attachments | Conditions

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery Information

Incoterms

and Statistics

Created By

Created Date

Last Processed By

Last Processed Date

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid from
The table does not contain any data			

Go to this Tab “Technical RFx Response” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Techno-Commercial Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFx Response:

Submit | Read Only | Print Preview | Check | **Technical RFx Response** | Close | Save | Verify signature

RFx Response Number 60006452 RFx Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA
 RFx Owner WIPRO_TEST1 Total Value 0.00 INR RFx Response Version Number 2 RFx Version Number 5

RFx Information | Items | Notes and Attachments | Conditions | Summary

▼ Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid*

Area for uploading Priced Bid**

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices.**

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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 **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.

10.0 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:**

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

11.0 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.

- 12.0 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.
- 13.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 14.0 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 & Date: SDI1899P17 Dtd 27.07.16**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. (Remarks if any)
1.0 BID REJECTION CRITERIA (BRC): A) TECHNICAL: 1. The bid shall conform generally to the specifications and 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. 2. The bidder must submit Authorization certificate (in original) from OEM as per Annexure -I. Bid(s) not accompanied with Authorization certificate (in original) from OEM will be rejected. 3. In case any of the clauses in the BRC contradict with other clauses of Bid document elsewhere, then the clauses in the BRC shall prevail. 4. Delivery should be completed within 30 days of receipt of order. Offers not complying to this clause shall be rejected. B) 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 5.81 Lakhs 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. The Bank Guarantee	

towards Bid Security shall be valid for 7 months from Bid closing date. (i.e. upto **01.04.2017**). 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

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 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) 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). Integrity Pact :

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.

xi). 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.

2.0 BID EVALUATION CRITERIA (BEC)

A) TECHNICAL:

1. Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation.

2. The bids conforming to the technical specifications and considered to be responsive will be further evaluated as per the Bid evaluation criteria after subjecting to the Bid rejection criteria as given above.

B) COMMERCIAL:

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

ii) 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 NIT terms and conditions of NIT.

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TECHNICAL SPECIFICATIONS WITH QUANTITY**Tender No & Date: SDI1899P17 Dtd 27.07.16**

	Complied / Not Complied. (Remarks if any)
<u>Item No 1. Microsoft Office Standard SNGL MVL latest version. Qty = 1438 Nos</u> 1) Product to be implemented with KMS for license validation. Necessary Hardwares will be provided by OIL. 2) 1-day training (online/offline) for 3 users to be provided with the product.	
<u>Item No 2. Microsoft Windows 2012 R2 Standard Edition. Qty = 2 Nos</u> Microsoft Windows 2012 R2 Standard Edition	
A. Special Terms & Conditions. 1. The bidder has to supply E-License in the name of "OIL INDIA LTD. Duliajan, Assam" for all the items. 2. Bidder has to provide at least two copies of each of the softwares in CD/DVD media for installation purpose.	
B. Confidentiality Agreement OIL Confidentiality and Non-Disclosure Agreement(NDA) will be applicable and bidder has to submit Non-Disclosure Agreement as per given format duly signed & Sealed by the authorized signatory of the bidder	
C. General Terms & Conditions 1. The Bidder has to be OEM/Joint Venture of OEM/Subsidiary of OEM/Authorized Dealer of OEM. Joint Venture companies, subsidiaries and authorized dealers must submit Authorisation certificate (in original) from OEM, as per Annexure-I (attached herewith).	

NOTE:

Bidders should submit their bids (preferably in tabular form) explicitly mentioning compliance / non compliance to all the NIT terms and conditions of 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 _____ to quote and supply for the above tender on our behalf.

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)

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: B. LAHKAR

Name:

Designation: Head - IT

Designation:

HEAD - IT
OIL INDIA LIMITED
IT DEPARTMENT
DULAJAN - 736 602

Annexure- DDD

INTEGRITY PACT

Between

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

And

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

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. **SDI1899P17** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

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

Section 2 - Commitments of the Bidder/Contractor

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

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

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

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

amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

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

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

TUHH ROY DEPUTY MANAGER MATERIALS (IP) ----- For the Principal	----- For the Bidder/Contractor
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Place. Duliajan. Witness 1 :

Date 27.07.2016 . Witness 2 :

Technical Bid Checklist**Annexure-EEE**

Tender No.			
Bidder's Name :			
		Compliance by Bidder	
SL. NO.	BEC / TENDER REQUIREMENTS	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

Sl 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 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.