

## 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 BID**  
**NATIONAL COMPETITIVE BID**

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

E-TENDER NO.	BID CLOSING / OPENING DATE	ITEM & QTY.
SDI3130P17/P3	05.01.2017	TRANSFORMER, Qty. – 2 Nos.
SDI3158P17/P3	19.01.2017	FIRE FIGHTING SYSTEM, Qty. – 1 No.
SDI3159P17/P3	19.01.2017	CRUDE OIL TANKER, Qty. – 4 Nos.
SSI3105P17/P1	05.01.2017	SPOTTING FLUID, Qty. – 20,000 Ltrs.
SDI3161P17/P4	05.01.2017	CABLES.

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: ranjanbarman@oilindia.in ; erp\_mm@oilindia.in

**FORWARDING LETTER**

**Tender No.** : SDI3158P17 DT: 01.12.2016

**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 **SUPPLY, INSTALLATION & COMMISSIONING AND AMC OF FIRE DETECTION & SUPPRESSION SYSTEM- QTY: 1 NO** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area - > Tender Documents

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

**The tender will be governed by:**

- a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = 0374-2807178, 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.

**OIL Bank Details :**

	Bank Details of Beneficiary	
a	Bank Name	STAE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr. K.L.K.Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	<a href="mailto:sbi.02053@sbi.co.in">sbi.02053@sbi.co.in</a>

- 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.

**1.0 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).

**2.0** The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

**2.1** Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the 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.

**2.2** 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".**

**2.3** **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.

3.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted

manually in sealed envelope super scribed with **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.

**4.0 Benefits to Micro & Small Enterprises (MSEs) as per OIL's Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go 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.**

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

6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

8.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.

9.0 a) **The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.**

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

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

10.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. **However, if any of the Clauses of the Bid Rejection Criteria /**

Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or “General Terms & Conditions” as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.

- 11.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 12.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 13.0 If Bank Guarantee is submitted towards ‘Bid Security’, then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.

**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-  
(R BARMAN)  
SR MANAGER MATERIALS (IP)  
FOR : HEAD-MATERIALS**

**Tender No & Date: SDI3158P17 DT: 01.12.2016****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. TECHNICAL –</b></p> <p>a) Bidder to have implemented minimum one Fire detection &amp; suppression system in an IT Data Centre within the last 5 years from the original bid closing date. Documentary evidence has to be provided for the same. The projects should have included supply of all the equipment and complete implementation of Fire detection &amp; suppression system at data centers or installations with computer equipment/devices. Completion Certificates should be submitted in support of this.</p> <p>b) The project(s) mentioned by the bidder against BRC (a) above, should have been of minimum <b><u>Rs 36,96,100.00</u></b>, including all taxes, etc.</p> <p>c) The bidder to quote for all the items mentioned in the tender, failing which their bid will be rejected.</p> <p>d) The Bidder has to be OEM/Joint Venture of OEM/Subsidiary of OEM/Authorized Dealer of OEM of the fire detection and suppression system. Joint Venture companies, subsidiaries and authorized dealers must submit an Authorization certificate (in original) from OEM, as per <b>Annexure-I</b>, attached herewith, stating that the OEM will provide support directly or through the bidder during the warranty.</p>	



**Financial Criteria:**

1 **Annual Turnover:** The bidder shall have an annual financial turnover of minimum **Rs 36,96,100.00** Lakhs during any of the preceding 03 (three) financial years reckoned from the original bid closing date of the tender.

1.1 "Net Worth" of the bidder should be positive for the preceding financial/accounting year.

2 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year..... (As the case may be) has actually not been audited so far'.

Note:

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE.

OR

ii) Audited Balance Sheet along with Profit & Loss account.

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

3 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR.

**A) 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 1,89,000.00** 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 19.08.2017).** 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:

a) The successful Bidder will have to provide 1<sup>st</sup> Performance Security @ 10% of total cost of Equipment + Installation & Commissioning. The Performance Security must be valid for one year from the date of successful commissioning of the equipment or 18 months from the date of despatch whichever is earlier.

b) The successful Bidder will have to provide 2<sup>nd</sup> Performance Security @ 10% of total cost of AMC for 4 years prior to expiry of the 1st Performance Security. The Performance Security must be valid for 5 years.

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

**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) In case the Party refuses to sign Integrity Pact.**

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

**(f) Maximum delivery: 60 days from the receipt of formal purchase order  
For Installation & commissioning: 45 days from the site clearance.**

## **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) TECHNICAL:**

a) 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.

b) 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.

c) The total of all the items quoted, including installation & commissioning and four (4) years AMC charges, will be considered for commercial evaluation.

d) In case AMC charges quoted by the bidder is less than 5% of the material cost, OIL reserves the right to load a reasonable amount (not more than 10% of the material cost) for the same on the bid, and then calculate the total cost of the bid.

e) Since this is a turnkey project, OIL will procure all items from the single successful bidder.

### **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 terms and conditions of NIT.**

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**TECHNICAL SPECIFICATIONS WITH QUANTITY****Tender No & Date: SDI3158P17 DT: 01.12.2016**

	<b>Complied / Not Complied. (Remarks if any)</b>
<p>ITEM NO. 10</p> <p>Supply, Installation &amp; Commissioning of Fire detection and suppression system at Data Cente I and data Center II at IT department, 2nd Floor, R&amp;D Building, Oil india Limited, Duliajan, Assam – 786602 – QTY = 01 NO</p> <p>Item Description:</p> <p>A. Fire Detection &amp; Alarm System</p> <p>OIL is going to implement a complete solution of fire detection and suppression system at its 2 data centres ( Data Centre -I &amp; II) located at IT Department, R&amp;D Building, OIL, Duliajan.</p> <p>Sl no Specification</p> <p>1. The fire alarm system is required to detect the incidence of smoke and / or fire within the IT Data Centre I &amp; II (DC-I &amp; II) .</p> <p>2. On ascertaining that the fire has actually occurred, Fire Suppression system shall be actuated to extinguish the fire in the areas of the Server/Datacentre where critical computer systems / network systems are installed and / or important data are stored.</p> <p>3 The system shall be designed such that it detects the abnormal conditions in time and extinguishes the fire to safeguard the equipment/ systems /devices and the personnel working inside the Facility.</p> <p>4 The response time for detection and suppression shall be kept to minimum and shall protect the human being and systems/ equipment / devices from any damage under the abnormal conditions.</p> <p>5 The sensors, discharge nozzles shall be located such that it covers the area of concern effectively with the minimum of hardware.</p> <p>6 Actuation of the suppression system shall be initiated only after confirming that the fire has actually occurred.</p> <p>7 Bidder has to design the cross zoning configuration to effectively achieve the reliability of the discharge and to avoid faulty discharge of the extinguishing agent.</p> <p>8 Bidder has to study the layout and suitably allocate space for housing the Fire Alarm and Suppression System components and confirm that the same is adequate.</p>	

<p>9 The DC -I &amp; II shall have necessary addressable Fire detection and alarm system at three levels - room void, below false flooring and above false ceiling.</p> <p>10 Detector spacing and location is to be designed considering coverage of approx. 250 sq. ft per detector.</p> <p>11 For identifying the 'Confirmed Fire' situation, cross zoning shall be established.</p> <p>12 All areas and their levels will have ionization &amp; photoelectric type detector.</p> <p>13 All basic equipment proposed and planned for use should be formally approved by at least one internationally recognized testing labs and/or approval from all the concerned authority for the system offered.</p> <p>14 Analogue addressable smoke &amp; heat detectors.</p> <p>15 Addressable Manual Call Point</p> <p>16 Addressable Loop Sounder</p> <p>17 Loop Fault Isolators</p> <p>18 Remote Response Indicator</p> <p>19 Caution Signs</p> <p>20 Single loop Addressable panel with LCD Display, complete with battery charger &amp; battery.</p> <p>21 Gas Release Panel, suitable for at least 2 nos.</p> <p>22 The gas flooding areas, complete with Timer delays, PSU, Battery charger &amp; battery.</p> <p>23 Addressable I/O units &amp; modules.</p> <p>24 The system shall use microprocessor based analogue addressable fire detectors (ionization, photoelectric, heat, etc.) to detect fire or the zone of fire and warn/alarm the occupants of the Server/Datacenter about a possible source/or the zone of fire.</p> <p>25 Fire alarm system can be triggered by automatic detectors and manual operation of Manual Call Points (MCP)</p> <p>26 The alarm condition is intimated to the occupants by sounding the hooters, and flashers,automatically which are interfaced with system through Control modules.</p> <p>27 The total area to be considered for Fire alarm and detections shall be DC - I &amp; II. The room specifications for the 2 data centres are as follows:</p> <table><tr><th>Room</th><th>Length</th><th>Breadth</th><th>Height</th></tr><tr><td>DC-I</td><td>31.8 ft</td><td>30.2 ft</td><td>7.6 ft</td></tr><tr><td>DC-I False roof</td><td></td><td>3.2 ft</td><td></td></tr><tr><td>DC-I False floor</td><td></td><td>9 inches</td><td></td></tr></table>	Room	Length	Breadth	Height	DC-I	31.8 ft	30.2 ft	7.6 ft	DC-I False roof		3.2 ft		DC-I False floor		9 inches		
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DC-I	31.8 ft	30.2 ft	7.6 ft														
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DC-II 30.2 ft 18.8 ft 8.2 ft  
DC-II False roof 4.9 ft

28 Fire detection and Alarm shall be integrated with Fire Suppression system to achieve efficient and reliable fire extinguishing in case of fire.

29 The main panel should have a Back-lit Super Twist Alpha Numeric LCD Display screen, which may be visible under any lighting condition.

30 Vacuum fluorescent displays, which may consume high levels of current and are not readily visible in high ambient light conditions, should not be used.

31 At least 40 character of the LCD display should be available for customer text to describe the location of a zone or device.

32 The depth of the Operators interaction with the control panel should be protected by software programmable Access so that specific functions may be allowed only to designated persons.

33 The user specific code shall be stored in the on line history log to identify the individual responsible for activating the functions.

34 The memory of the panel should be non-volatile. Systems requiring a power source to maintain site-programmed data are not recommended.

35 The system should have self-contained (internal) standby battery as a part of the Intelligent power supply with automatic charger.

36 The Control panel should allow for cross zoning or looping of sensors i.e. a detector on any loop may be assigned to any zone. This will prevent the need for excessive wiring.

37 The control panel should have the facility of field selectable alarm verification by zone, by group of zones, or by system.

38 The control panel should be fully site programmable by Laptop computer i.e. programmable, configurable and expandable without the need for any special material/equipment/instrument to enable such programming.

39 The control panel should have total control over the sensor in all the respects.

40 It should allow for sensitivity/ alarm level programming for sensor so that the system can be tailored to relevant site conditions.

41 Each detector should incorporate a LED for identifying the device in alarm.

42 In the alarm condition, the LED should illuminate continuously until the system is reset.

43 In the normal working condition, the device LED's will remain in off mode.

- 44 Analogue Addressable Heat Sensor shall be compatible with a common base.
- 45 All sensors should be low profile and have an earth bonding point on each sensor base.
- 46 Electronic components of the unit should be completely shielded to protect against False Alarms due to EMI and RFI.
- 47 The detector should contain a functional test switch (magnetically operated) that when operated, will test the electronics of the unit and put it into the alarm state. Such testing should not actuate the auto suppression system.
- 48 The Fire alarm Panel should have a facility to integrate with the gas based fire suppression system so as to release it in case of fire in a particular area after a pre-set time delay, without the use of a separate Gas Release Panel.

#### B. GAS BASED FIRE SUPPRESSION SYSTEM (Non- CO2 based for manned area)

##### Sl no Specifications

- 1 The scope shall include, design, supply, installation, testing and commissioning of Automatic & Gas flooding, fire suppression system. The suppression system used shall be gas based fire suppression system (non co2 based for manned area). The successful bidder will be responsible to refill the gas in case it is used or consumed for valid reasons during installation & commissioning and the cost of the same will be borne by the bidder only.
- 2 The critical area shall be divided into number of zones for DC I & II, whenever fire is detected or sensed in any of the zones, annunciation should be available on the Fire alarm control panel (FACP), and the suppression system in that particular zone shall be automatically activated. The flooding of the gas is considered in the area above false ceiling, below false ceiling and above & below false floor.
- 3 The DC I & II shall be protected with the gas based fire protection system. The system design shall be based on the specifications contained herein, NFPA 2001: Standard on Clean Agent Fire Extinguishing Systems, 2012 Edition or higher in accordance with the requirements specified in the design manual. The bidder shall confirm compliance to the above along with their bid by providing necessary documentary evidence.
- 4 The cylinder for storage of gas shall be high pressure, seamless steel gas cylinder, flat type, concave bottom as per IS 7285 complete with neck ring. Welded and non-CCE approved cylinders will not be accepted.
- 5 As per the regulations of the Chief Controller of Explosives (CCE) Nagpur, any system which has a working pressure above 19 bar (280 psi) will require the use of seamless cylinders that have been duly approved by the CCE, Nagpur.
- 6 Design calculation for the suppression system shall be done on UL listed, FM approved software. Design of the system shall be in accordance with NFPA 2001, 2012 Edition or higher.
- 7 The scope shall include design, supply, installation, testing and commissioning of piping system & manifold required for the gas based suppression system. ASTM 106, Grade-B,



<p>Schedule-40 seamless pipes shall be used for this purpose.</p> <p>8 Separate gas based system to be provided for DC I &amp; II area.</p> <p>9. Any equipment/item required for the proper installation of the entire solution should be provided and installed by the bidder. The list of the items may include but not be limited to the following items/equipment: cylinders, valves, manifolds, pipes, vents, nozzles,dampers, tubes, switches, cables, spares etc.</p>	
<p>ITEM NO. 20</p> <p>INSTALLATION &amp; COMMISSIONING – QTY = 01 AU</p> <p><b><u>Installation, Commissioning and Testing:</u></b></p> <ol style="list-style-type: none"> <li>1. Supplier shall take full responsibility for carrying out the installation, testing and commissioning of the system in both the data centres (DC-I &amp; II) to match with the requirement as mentioned in the technical specification.</li> <li>2. Any Special tools/equipment/items and other commissioning spares required for installation and commissioning of the system within stipulated time, shall be brought by the supplier .</li> <li>3. Supplier shall abide by all instructions of OIL Engineer and carry out standard quality jobs/works to the satisfaction of OIL.</li> <li>4. Safe and proper working procedure as per OISD Standard-105 and other relevant standards shall have to be followed while carrying out jobs to ensure safety of personnel and equipment. Supplier shall ensure compliance of all safety and statutory rules and regulations.</li> <li>5. To and fro travelling/transportation charges are to be included in the offer.</li> <li>6. Accommodation (food and lodging) charges are to be included in the offer.</li> <li>7. After the installation of the entire solution, a proper test of the entire functions of all the components shall be carried out in presence of OIL's officials to ascertain the proper function of the solution.</li> <li>8. Training on the operation of the entire system should be given to OIL Operators (min 3 nos) after successful installation, commissioning and testing of the entire system. All necessary operational steps should be covered in the training. Details of the every step/procedure during a fire situation should be given to the OIL operators during the training.</li> <li>9. Detailed documentation of the entire setup, configuration of all the items should be provided to OIL.</li> <li>10. Documented operational procedure should be provided to OIL.</li> </ol>	
<p>ITEM NO. 30</p> <p>ANNUAL MAINTENANCE CONTRACT FOR 4 YEARS FROM THE DATE OF COMMISSIONING – QTY = 01 AU</p>	

### **Annual Maintenance Service Terms.**

1.The successful bidder will have to provide comprehensive on-site Annual Maintenance Services covering the entire solution for a period of 4 (four) years after the successful completion of the warranty period.

2.The AMC will start immediately after successful completion of the warranty period.

3.For equipment/parts, vendor should have back-to-back agreement with respective OEM to provide support for the entire AMC period. Vendor to provide relevant documents to OIL.

4.The AMC will include supply and installation of any spares/ equipment (not consumables) required for maintenance of the system at bidder's cost.

a)Preventive maintenance of all supplied equipment/ parts is to be carried out by the successful bidder atleast once in 3 months, during warranty period, at no extra cost to OIL.

b) Corrective maintenance is to be carried out by the successful bidder whenever required during the warranty period and will include replacing defective parts, at no extra cost to OIL.

5.Single point of contact (name, telephone no., email address etc.) is to be provided by the successful bidder . This should be of the person to whom the OIL operators will contact in case of any failure/breakdown/non working/error of any of the equipment/parts during the AMC period. The vendor must also submit an escalation matrix to facilitate the warranty support.

6.The bidder has to bear the cost of travelling, local conveyance, boarding and lodging expenses of his service engineer, if he is needed to come in person in case of any failure during the AMC period.

7.Any problem shall have to be rectified within 48 hrs. of reporting, else penalty will be levied as per Penalty clause.

8.All the activities carried out under Installation & Commissioning will be covered under AMC, i.e. any or all such activities, if necessary, will have to be re-done by the vendor during the AMC period.

9.The charges for Annual Maintenance Services should be quoted for four years AMC charges in total will be considered for commercial evaluation.

10. The payment for AMC will be made on quarterly 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.

11.The invoice should be 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 AMC covered by the invoice

12. In case AMC services are found to be unsatisfactory, OIL reserves the right to cancel

the AMC at any point of time. In such a case, payments due to the bidder will be made on a pro-rata basis.	
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 services will be penalized according to the Penalty Clause of this document.	

## **SPECIAL TERMS AND CONDITIONS : I**

**Fire detection and suppression system at Data Cente I and data Center II at IT department, Oil india Limited, Duliajan.**

**OIL intends to implement a complete fire detection and suppression system on a turnkey basis at its 2 data centres (Data Centres -I & II) located at IT Department, R&D Building, OIL, Duliajan, Assam - 786602.**

### **Warranty Service Terms and Clauses**

**1. Comprehensive on-site warranty covering the entire solution for a minimum period of 1(one) year from the date of successful completion of installation and commissioning.**

**2. 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 will contact in case of any failure/breakdown/non working/error of any of the equipment/parts. The vendor must also submit an escalation matrix to facilitate the warranty support.**

**3.a)Preventive maintenance of all supplied equipment/ parts is to be carried out by the successful bidder at least once in 4 months, during warranty period, at no extra cost to OIL.**

**b) Corrective maintenance is to be carried out by the successful bidder whenever required during the warranty period and will include replacing defective parts, at no extra cost to OIL.**

**4.The bidder has to bear the cost of travelling, local conveyance, boarding and lodging expenses of his service engineer.**

**5.The reported problem shall have to be rectified within 48 hrs. of reporting the call, else penalty will be levied as per Penalty clause.**

**6.The defective parts under warranty should be first repaired / replaced and only thereafter the defective items can be taken out of OIL's premises.**

**7.All the activities carried out under 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.**

**8.Any shortfall in provision of warranty service will be penalized according to the Penalty Clause of this document.**

### **Penalty Terms during Warranty**

**1. In case the vendor fails to resolve any major/critical issue, covered under warranty, within 48 hours from the time of reporting, the warranty period shall be extended by that many number of days, at no extra cost to OIL.**

#### **Penalty Terms during AMC**

- 1. In case the vendor fails to resolve any major/critical issue, covered under AMC terms, within 48 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.**

#### **Payment Terms**

- 1. 70% of material cost after delivery**
- 2. 30% of material cost and installation & commissioning charges after successful completion of installation, commissioning, testing and training.**
- 3. Payment against AMC will be made on quarterly basis after successful completion of service for that period, successful completion of the periodic maintenance for the period and the submission of quarterly report.**

#### **Special Terms & Conditions. II**

- 1. Bid(s) not complying with Technical Specifications, Delivery, installation & commissioning, implementation, and warranty and AMC clauses of NIT will be rejected.**
- 2. Bidders should submit their bids explicitly mentioning compliance / non-compliance to all the NIT terms and conditions.**
- 3. Bidder should have expert/experienced own resources(in payroll) for delivering the services mentioned in NIT.**
- 4. Bidders should fill up the specification checklist (Annexure-II) properly.**

#### **Installation & Commissioning**

- 1. All the items should be delivered within 60 days of the receipt of formal order (PO) by the successful bidder.**
- 2. The entire Fire detection, alarm and suppression system should be installed and commissioned as per the requirements/clauses mentioned in the item description within 45 days from the receipt of site clearance from the user department (IT department).**

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

## Specification Checklist

Clause	Compliance/Non-Compliance	Remarks
<b>Bid Rejection Criteria (BRC)</b>		
a) Bidder should have implemented minimum one Fire detection & suppression system in an IT Data Centre within the last 5 years from the bid closing date. Documentary evidence has to be provided for the same. The projects should have included supply of all the equipment and complete implementation of Fire detection & suppression system at data centers or installations with computer equipment/devices. Completion Certificates should be submitted in support of this.		
b) The project(s) mentioned by the bidder against BRC (a) above, should have been of minimum Rs 47,80,350.00, including all taxes, etc.		
c) The bidder should quote for all the items mentioned in the tender, failing which their bid will be rejected		
d) The Bidder has to be OEM/Joint Venture of OEM/Subsidiary of OEM/Authorized Dealer of OEM of the fire detection and suppression system. Joint Venture companies, subsidiaries and authorized dealers must submit an Authorization certificate (in original) from OEM, as per Annexure-I, attached herewith, stating that the OEM will provide support directly or through the bidder during the warranty and AMC periods, failing which their offer will be rejected.		
<b>Bid Evaluation Criteria (BEC)</b>		
<b>A) TECHNICAL:</b>		
a) 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.		
b) 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.		

c) The total of all the items quoted, including installation & commissioning and four (4) years AMC charges, will be considered for commercial evaluation.		
d) In case AMC charges quoted by the bidder is less than 5% of the material cost, OIL reserves the right to load a reasonable amount (not more than 10% of the material cost) for the same on the bid, and then calculate the total cost of the bid.		
e) Since this is a turnkey project, OIL will procure all items from the single successful bidder.		
<b>Warranty Service Terms and Clauses</b>		
1. Comprehensive on-site warranty covering the entire solution for a minimum period of 1(one) year from the date of successful completion of installation and commissioning.		
2. 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 will contact in case of any failure/breakdown/non working/error of any of the equipment/parts. The vendor must also submit an escalation matrix to facilitate the warranty support.		
3. a) Preventive maintenance of all supplied equipment/ parts is to be carried out by the successful bidder at least once in 6 months, during warranty period, at no extra cost to OIL. b) Corrective maintenance is to be carried out by the successful bidder whenever required during the warranty period and will include replacing defective parts, at no extra cost to OIL		
4. The bidder has to bear the cost of travelling, local conveyance, boarding and lodging expenses of his service engineer.		
5. The reported problem shall have to be rectified within 48 hrs. of reporting the call, else penalty will be levied as per Penalty clause.		
6. The defective parts under warranty should be first repaired / replaced and only thereafter the defective items can be taken out of OIL's premises.		
7. All the activities carried out under 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.		
8. Any shortfall in provision of warranty service will be penalized according to the Penalty Clause of this document.		
<b>Annual Maintenance Service Terms.</b>		
1. The successful bidder will have to provide comprehensive on-site Annual Maintenance Services covering the entire solution for a period of 4 (four) years after the successful completion of the warranty period.		
2. The AMC will start immediately after successful completion of the warranty period.		
3. For equipments/parts, vendor should have back-to-back agreement with respective OEM to provide support for the entire AMC period. Vendor to provide relevant documents to OIL.		
4. The AMC will include supply and installation of any spares/ equipments (not consumables)required for maintenance of the system at bidder's cost.  a)Preventive maintenance of all supplied equipment/ parts is to be carried out by the successful bidder atleast once in 6 months, during warranty period, at no extra cost to OIL. b) Corrective maintenance is to be carried out by the successful bidder whenever required during the warranty period and will include replacing defective parts, at no extra cost to OIL.		
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8. All the activities carried out under Installation & Commissioning will be covered under AMC, i.e. any or all such activities, if necessary, will have to be re-done by the vendor during the AMC period.		
9. The charges for Annual Maintenance Services should be quoted on yearly basis and four years AMC charges in total will be considered for commercial evaluation.		
10. 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.		
11. The invoice should be 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 AMC covered by the invoice		
12. In case AMC services are found to be unsatisfactory, OIL reserves the right to cancel the AMC at any point of time. In such a case, payments due to the bidder will be made on a pro-rata basis.		
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<b>Penalty Terms during Warranty</b>		
1. In case the vendor fails to resolve any major/critical issue, covered under		



warranty, within 48 hours from the time of reporting, the warranty period shall be extended by that many number of days, at no extra cost to OIL		
<b>Penalty Terms during AMC</b>		
1. In case the vendor fails to resolve any major/critical issue, covered under AMC terms, within 48 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>Payment Terms</b>		
1. 70% of material cost after delivery		
2. 30% of material cost and installation & commissioning charges after successful completion of installation, commissioning, testing and training.		
3. Payment against AMC will be made on half-yearly basis after successful completion of service for that period		
<b>Special Terms &amp; Conditions</b>		
1. Bid(s) not complying with Technical Specifications, Delivery, installation & commissioning, implementation, and warranty and AMC clauses of NIT will be rejected		
2. Bidders should submit their bids explicitly mentioning compliance / non-compliance to all the NIT terms and conditions.		
3. Bidder should have expert/experienced own resources(in payroll) for delivering the services mentioned in NIT.		
4. Bidders should fill up the specification checklist (Annexure-II) properly.		
<b>Installation &amp; Commissioning</b>		
1. All the items should be delivered within 60 days of the receipt of formal order (PO) by the successful bidder.		
2. The entire Fire detection, alarm and suppression system should be installed and commissioned as per the requirements/clauses mentioned in the item description within 45		

days from the receipt of site clearance from the user department (IT department).		
Item Description: Technical Specification:		
1. The fire alarm system is required to detect the incidence of smoke and / or fire within the IT Data Centre I & II (DC-I & II)		
2. On ascertaining that the fire has actually occurred, Fire Suppression system shall be actuated to extinguish the fire in the areas of the Server/Datacentre where critical computer systems / network systems are installed and / or important data are stored.		
3. The system shall be designed such that it detects the abnormal conditions in time and extinguishes the fire to safeguard the equipment/ systems /devices and the personnel working inside the Facility.		
4. The response time for detection and suppression shall be kept to minimum and shall protect the human being and systems/ equipment / devices from any damage under the abnormal conditions.		
5. The sensors, discharge nozzles shall be located such that it covers the area of concern effectively with the minimum of hardware.		
6. Actuation of the suppression system shall be initiated only after confirming that the fire has actually occurred.		
7. Bidder has to design the cross zoning configuration to effectively achieve the reliability of the discharge and to avoid faulty discharge of the extinguishing agent.		
8. Bidder has to study the layout and suitably allocate space for housing the Fire Alarm and Suppression System components and confirm that the same is adequate.		
9. The DC -I & II shall have necessary addressable Fire detection and alarm system at three levels - room void, below false flooring and above false ceiling.		

10.	Detector spacing and location is to be designed considering coverage of approx. 250 sq. ft per detector.														
11.	For identifying the 'Confirmed Fire' situation, cross zoning shall be established.														
12.	All areas and their levels will have ionization & photoelectric type detector.														
13.	All basic equipment proposed and planned for use should be formally approved by at least one internationally recognized testing labs and/or approval from all the concerned authority for the system offered.														
14.	Analogue addressable smoke & heat detectors.														
15.	Addressable Manual Call Point														
16.	Addressable Loop Sounder														
17.	Loop Fault Isolators														
18.	Remote Response Indicator														
19.	Caution Signs														
20.	Single loop Addressable panel with LCD Display, complete with battery charger & battery.														
21.	Gas Release Panel, suitable for at least 2 nos.														
22.	The gas flooding areas, complete with Timer delays, PSU, Battery charger & battery.														
23.	Addressable I/O units & modules.														
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25.	Fire alarm system can be triggered by automatic detectors and manual operation of Manual Call Points (MCP)														
26.	The alarm condition is intimated to the occupants by sounding the hooters, and flashers, automatically which are interfaced with system through Control modules.														
27.	The total area to be considered for Fire alarm and detections shall be DC - I & II. The room specifications for the 2 data centres are as follows:														
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Room	Length	Breadth	Height												
Room 1	31. 8 ft	30. 2 ft	7.6 ft												
False roof – room 1			3.2 ft												

False floor – room 1			9 inches		
Room 2	30.2 ft	18.8 ft	8.2 ft		
False roof – room 2			4.9 ft		
28. Fire detection and Alarm shall be integrated with Fire Suppression system to achieve efficient and reliable fire extinguishing in case of fire.					
29. The main panel should have a Back-lit Super Twist Alpha Numeric LCD Display screen, which may be visible under any lighting condition.					
30. Vacuum fluorescent displays, which may consume high levels of current and are not readily visible in high ambient light conditions, should not be used.					
31. At least 40 character of the LCD display should be available for customer text to describe the location of a zone or device.					
32. The depth of the Operators interaction with the control panel should be protected by software programmable Access so that specific functions may be allowed only to designated persons					
33. The user specific code shall be stored in the on line history log to identify the individual responsible for activating the functions.					
34. The memory of the panel should be non-volatile. Systems requiring a power source to maintain site-programmed data are not recommended.					
35. The system should have self-contained (internal) standby battery as a part of the Intelligent power supply with automatic charger.					
36. The Control panel should allow for cross zoning or looping of sensors i.e. a detector on any loop may be assigned to any zone. This will prevent the need for excessive wiring.					
37. The control panel should have the facility of field selectable alarm verification by zone, by group of zones, or by system					

38. The control panel should be fully site programmable by Laptop computer i.e. programmable, configurable and expandable without the need for any special material/equipment/instrument to enable such programming.		
39. The control panel should have total control over the sensor in all the respects.		
40. It should allow for sensitivity/ alarm level programming for sensor so that the system can be tailored to relevant site conditions.		
41. Each detector should incorporate a LED for identifying the device in alarm.		
42. In the alarm condition, the LED should illuminate continuously until the system is reset		
43. In the normal working condition, the device LED's will remain in off mode		
44. Analogue Addressable Heat Sensor shall be compatible with a common base.		
45. All sensors should be low profile and have an earth bonding point on each sensor base.		
46. Electronic components of the unit should be completely shielded to protect against False Alarms due to EMI and RFI.		
47. The detector should contain a functional test switch (magnetically operated) that when operated, will test the electronics of the unit and put it into the alarm state. Such testing should not actuate the auto suppression system.		
48. The Fire alarm Panel should have a facility to integrate with the gas based fire suppression system so as to release it in case of fire in a particular area after a pre-set time delay, without the use of a separate Gas Release Panel.		
<b>B. GAS BASED FIRE SUPPRESSION SYSTEM (Non- CO2 based for manned area)</b>		
1. The scope shall include, design, supply, installation, testing and commissioning of Automatic & Gas flooding, fire suppression system. The suppression		

system used shall be gas based fire suppression system (non co2 based for manned area). The successful bidder will be responsible to refill the gas in case it is used or consumed for valid reasons during installation & commissioning and the cost of the same will be borne by the bidder only.		
2. The critical area shall be divided into number of zones for DC I & II, whenever fire is detected or sensed in any of the zones, annunciation should be available on the Fire alarm control panel (FACP), and the suppression system in that particular zone shall be automatically activated. The flooding of the gas is considered in the area above false ceiling, below false ceiling and above & below false floor.		
3. The DC I & II shall be protected with the gas based fire protection system. The system design shall be based on the specifications contained herein, NFPA 2001: Standard on Clean Agent Fire Extinguishing Systems, 2012 Edition or higher in accordance with the requirements specified in the design manual. The bidder shall confirm compliance to the above along with their bid by providing necessary documentary evidence.		
4. The cylinder for storage of gas shall be high pressure, seamless steel gas cylinder, flat type, concave bottom as per IS 7285 complete with neck ring. Welded and non-CCE approved cylinders will not be accepted.		
5. As per the regulations of the Chief Controller of Explosives (CCE) Nagpur, any system which has a working pressure above 19 bar (280 psi) will require the use of seamless cylinders that have been duly approved by the CCE, Nagpur.		
6. Design calculation for the suppression system shall be done on UL listed, FM approved software. Design of the system shall be in accordance with NFPA 2001, 2012 Edition or higher.		
7. The scope shall include design, supply, installation, testing and commissioning of piping system & manifold required for the gas based suppression		

system. ASTM 106, Grade-B, Schedule-40 seamless pipes shall be used for this purpose.		
8. Separate gas based system to be provided for DC I & II area.		
9. Any equipment/item required for the proper installation of the entire solution should be provided and installed by the bidder. The list of the items may include but not be limited to the following items/equipments: cylinders, valves, manifolds, pipes, vents, nozzles,dampers, tubes, switches, cables, spares etc.		

# **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:

**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 \_\_\_\_\_ (66 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)

**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. **SDI3158P17** 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.

RANJAN BARMAN  
**SR MANAGER MATERIALS (IP)**

-----  
For the Principal

-----  
For the Bidder/Contractor

Place. Duliagan.

Witness 1 : .....

Date 02.12.2016 .

Witness 2 : .....|

**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

**(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.