

ANNEXURE-II

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan-786602, Assam, India
E-mail: 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.
SDI3562P17/P3	23.02.2017	MULTIPURPOSE FIRE TENDER – QTY = 02 NOS
SDI3563P17/P4	23.02.2017	VIDEO CONFERENCE SYSTEM – QTY = 04 NOS (Pre –Bid Conference date and venue : 10.02.2017, Kolkata)

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 (14.01.2017 to 06.02.2017 for tender no. SDI3563P17).** The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website www.oil-india.com.

NOTE: All addenda, Corrigenda, time extension etc. to the tenders will be hosted on above website and e- portal only 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: ankurjyoti_sarmah@oilindia.in ; erp_mm@oilindia.in

FORWARDING LETTER

Tender No. : SDI3563P17 DT: 11.01.2017

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

Date of pre-bid conference : 10/02/2017

Time of pre-bid conference : 09.00 AM onwards.

Venue of pre-bid conference : KOLKATA

OIL invites Bids for **SUPPLY, INSTALLATION & COMMISSIONING AND AMS OF VIDEO CONFERENCE SYSTEM - 4 SETS** 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**.

NOTES:

(1) A Pre-Bid Conference with the vendors will be held at Kolkata to discuss on the technical specifications and other terms and conditions of the tender. All the vendors who purchase the Tender Document within the Last date of issue of user id and password i.e. - 06.02.2017 (or amended otherwise) will be eligible to attend the Pre-Bid Conference. The exact venue and time of the Pre-Bid conference will be intimated to the vendors at a later date.

(2) Clarification on the technical specifications and other terms & conditions of the tender shall be provided to the vendors during the Pre-bid Conference. Vendors should come fully prepared to the Pre-bid Conference and submit their queries to OIL in the Pre-bid

Conference for clarification. The set of queries shall be sent to OIL at least 5 days before the Pre-bid Conference for study by OIL.

(3) Any changes in the technical specifications and other terms & conditions of the tender arising out of discussion in the Pre-bid Conference shall also form part of the tender document. In the Pre-bid Conference specifications, terms and conditions of the NIT will be frozen and no request for amendment to NIT shall be entertained after the pre bid conference.

(4) Vendors shall depute representatives who are competent enough and authorized to take on the spot decision. At the most 2 (Two) representatives from each vendor shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to the vendors account.

(5) Vendors, immediately after the purchase of the Tender documents, shall inform OIL at the following address about their participation in the Pre-Bid Conference with details of the persons to enable OIL to make arrangement for the Pre-Bid Conference.

DGM – MATERIALS, OIL INDIA LIMITED
P.O DULIAJAN, PIN – 786 602, DIST. DIBRUGARH (ASSAM) INDIA
FAX NO. : +91 - 374 – 2800533, E-Mail : tuhin_roy@oilindia.in

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.

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	sbi.02053@sbi.co.in

- c) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.
- d) Technical specifications and Quantity as per **Annexure – 1A**.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- f) Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- g) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- h) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical RFX** Response.

Special Notes:

1.0 Vendors having OIL’s User ID & password to 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).

No physical tender documents will be provided. Details of NIT can be viewed using “Guest Login” provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL’s web site www.oil-india.com.

NOTE:

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

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](#).

The screenshot shows the 'Display RFx Response' window. At the top, there are tabs: 'Technical RFx Response', 'Close', and 'Withdraw'. A red arrow points from a text box to the 'Technical RFx Response' tab, stating: 'Go to this Tab “Technical RFx Response” for Uploading “Techno-commercial Unpriced Bid”.' Below the tabs, there is a section for 'RFx Information' with fields for 'RFx Response Number' (60006452), 'RFx Number' (TEST2), 'Status' (Submitted), 'RFx Owner' (WIPRO_TEST1), and 'Total Value' (0.00 INR). Below this, there are tabs: 'RFx Information', 'Items', 'Notes and Attachments', and 'Conditions'. A red arrow points from a text box to the 'Notes and Attachments' tab, stating: 'Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.' Below the tabs, there is a section for 'Basic Data' with fields for 'Event Parameters', 'Currency' (Indian Rupee), 'Detailed Price Information' (Price with Conditions), and 'Terms of Payment' (9010 90% against despatch+10% after receipt). At the bottom, there is a section for 'Partners and Delivery Information' with a table that is currently empty, showing a message: 'The table does not contain any data'.

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:

Bid on “EDIT” Mode

Edit RFX Response:

Submit | Read Only | Print Preview | Check Technical RFX Response | Close | Save | Verify signature of Response | Sign Response

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

Area for uploading Techno-Commercial Unpriced Bid*

▼ Notes

Add

Assigned To	Category	Text Preview

▼ Attachments

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

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-

(A J SARMAH)

MANAGER MATERIALS (IP)

FOR : DGM-MATERIALS

Tender No & Date: SDI3563P17 DT: 11.01.2017**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

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

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

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
<p>1.0 BID REJECTION CRITERIA (BRC):</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>A) TECHNICAL</p> <p>1. The Bidder will be classified either as OEM or non-OEM. Non-OEMs should submit authorization letter from their respective OEM to quote against this enquiry. The sample format of Authorization Letter for reference is provided in Annexure-A.</p> <p>2. The bidder must have experience of executing Video Conference solution (Equipment + Commissioning+ AMS) of value Rs. 61.5 Lakhs in last five years from bid closing date. Documentary evidence in respect of the above must be submitted in the form of</p> <p>a) Copies of relevant Purchase Orders along with completion certificate. OR</p> <p>b) Copies of relevant Purchase Order along with any other documentary evidence that can substantiate the satisfactory completion of the purchase order clearly mentioning the quantum of work satisfying the requirement of the clauses above.</p> <p>3. All items shall be sourced from a single vendor. Hence, bidders should quote for all the items failing which their bid shall be rejected.</p> <p>B) FINANCIAL:</p> <p>a) Annual Financial Turnover of the bidder during any of preceding 03 (three) financial / accounting years from the original bid closing date should be at least</p>	

Rs. 61.5 Lakhs.

b) Net Worth of the firm should be Positive for preceding financial / Accounting year.

Note -For (a) & (b):

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

Note: 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-II.

OR

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

C) COMMERCIAL:

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

ii) Bid security:

The bid must be accompanied by Bid Security of **Rs 3,36,000.00** 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 **23.09.2017**). Cashier's cheque or Demand Draft shall be valid for minimum 90 days or as per RBI's guidelines, drawn on "Oil India Limited" and payable at Duliajan, Assam**

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

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

consideration.

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

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

iii) Bids are invited under “Single Stage Two Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iv) Performance Security:

The successful bidder shall submit Performance Security as given below:

a) 1st Performance Security @ 10% of PO value (for Video Conference Sets + Recording and Streaming Server + Installation & Commissioning + Training) shall be submitted within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security. The Performance Security shall be valid for the entire period of Warranty of 1 year from the date of successful installation & commissioning plus 3(three) months.

b) 2nd Performance Security @ 10% of 4 years AMS value shall be submitted before expiry of 1st Performance Security. The Performance Security shall be valid for the entire AMS period of 4 years plus 3(three) months.

Bidders should undertake in their bids to submit Performance Security as stated above.

The Performance Security shall be in any one of the following forms :

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

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

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

(e) If the Bidder refuses to sign the Integrity pact

x) Delivery schedule:

(a) Materials: Within 90 days of placement of Purchase Order.

(b) Installation & Commissioning: Within 30 days of intimation from OIL.

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:

<p>i) The bids will be evaluated as per NIT specification.</p> <p>ii) For evaluation of bids, cost of all items shall be considered together.</p> <p>B) COMMERCIAL:</p> <p>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.</p> <p>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".</p> <p>iii) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.</p> <p>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.</p>	
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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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OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. Duliagan-786602, Assam
Fax No. 91-374-2800533, E-mail:material@oilindia.in

ANNEXURE-IA**Tender No. : SDI3563P17 DT: 11.01.2017**

Item No./ Mat. Code	Material Description	Complied/ Not Complied (Remarks if any)
10 OC000172	<p><u>VIDEO CONFERENCE SOLUTION (QTY: 4 NOS.)</u></p> <p>1. Make and Model: The bidder must specify the Make,Model and provide the OEM datasheet for the same.</p> <p>2. General Description: The proposed system must support PAL with a PTZ camera. The codec must be based on ITU standards. The Video Conference End Point should be a codec based hardware. All components of the Video Conference system like Codec, Camera, Display, Trolley and Microphone must be from the same OEM. The unit must be completely state of art single OEM integrated packaged solution with Dual 65 inch OEM integrated HD LED Display, microphones,integrated HD sound speakers, integrated Pedestal Mount and Videoconferencing 1080p codec.</p> <p>3. Video Standards and Resolutions</p> <p>i) The proposed VC solution must support H.323, SIP standards for communications.</p> <p>ii) The proposed VC solution must support H.261, H.263, H.264 AVC/ SVC, H.264 High Profile.</p> <p>iii) The proposed VC solution must support 1080p 60 fps, 1080p 30 fps, 720p 60 fps and 720p 30fps</p> <p>4. Content Standards and Resolutions</p> <p>i) The proposed VC solution must support content sharing using standard based H.239 and BFCP over SIP.It should also support audio from PC used for content sharing.</p> <p>ii)It must transmit both people and content both simultaneously to the far end location at 1080p 30fps.</p> <p>5. Audio Standards and Features</p> <p>i) The proposed VC solution must support G.711, G.728, G.729A, G.722, G.722.1, AAC-LD or better</p> <p>ii) It must support 20kHz or better bandwidth with crystal clear audio and stereo sound.</p> <p>6. Video and Audio Inputs</p> <p>i) 2 x HD input for connecting HD cameras</p> <p>ii) 1 x HDMI input for connecting PC/Laptop to share HD content</p> <p>iii) 1 x Microphone Input</p> <p>iv) 1 x 3.5mm stereo line-in</p> <p>7. Video and Audio Outputs</p> <p>i) 2 x HDMI output for connecting dual display mmonitor</p>	

ANNEXURE-IA**Tender No. : SDI3563P17 DT: 11.01.2017**

Item No./ Mat. Code	Material Description	Complied/ Not Complied (Remarks if any)
	<p>ii) 1 x 3.5 mm stereo line-out</p> <p>8. Other Interface i) 1 x 100/1000 LAN port ii) 2 x USB 2.0</p> <p>9. HD Camera i) It must support 1080p60fps with 20x optical zoom. ii) It must be capable of enhancing video conferencing experience with advanced face-recognition technology such that it automatically scans the room and seamlessly commands the main camera to appropriately frame the users during a call without any manual intervention. iii) It must support PAN Range of +/-90°, and Tilt of +/-20° iv) Two cameras must be provided with VC set. One for overall view and one for speaker tracking (face-recognition).</p> <p>10. Network Features i) H.323 and SIP bandwidth up to 6 Mbps ii) IPv4 and IPv6 support from day one</p> <p>11. Multi Site Features It must support at least 5 sites at HD resolution from Day 1. Licenses (if any) must be supplied.</p> <p>12. Security Media Encryption (H.323, SIP): AES-128, AES-256</p> <p>13. Other Standards H.224/H.281, H.323 Annex Q, H.225, H.245, H.241, H.239, H.243, H.460</p> <p>14. Other Features i) The proposed VC solution must be interoperable with all standards based video endpoints, gatekeepers, and multipoint conferencing platforms. The solution should Enable secure intra-office, inter-office, and mobile video collaboration. It must work through Public IP NAT in firewall while communication VC system of other organisations. Necessary modules/hardware must be supplied to enable these features from day 1. ii) The proposed VC solution must support integration with Skype for Business 2015 and Exchange server 2016 from day 1.</p> <p>15. Warranty: 1 year on site warranty must be provided. OEM part code (if any) for the same must be mentioned.</p>	
20 0C000172	<u>Recording and Streaming Server (QTY: 1 NO.)</u>	

ANNEXURE-IA**Tender No. : SDI3563P17 DT: 11.01.2017**

Item No./ Mat. Code	Material Description	Complied/ Not Complied (Remarks if any)
	<p>Technical specification of Recording and Streaming Server</p> <p>1. Make and Model: The bidder must specify the Make,Model and provide the OEM datasheet for the same.</p> <p>2.General description:</p> <p>i) The server must be appliance based solution and should not be a software based solution. Make of the Recording and Streamming must be same as that of Video Conference Sytem.</p> <p>ii) The RSS server must record Video Conference Sessions between the proposed VC systems and OIL's existing VC systems(Polycom). It should also capable to record sessions between OIL's new VC systems and VC systems other organisations.</p> <p><u>The server must have following features:</u></p> <p>1. Application Feature:</p> <p>i)Records single point and multipoint conferences with full H.239 and BFCP content capture.</p> <p>ii)High definition (HD) support with 720p and 1080p H.264 video</p> <p>iii)H.323 standards-based for use with third party conferencing systems.</p> <p>2. Audio/Video Support:</p> <p>i) Live Video Resolutions: C(S)IF, 4CIF, SD, HD and HD1080p</p> <p>ii)Audio support: G.711, G.722, G.722.1, Annex C, Siren 14, Siren 22 Stereo</p> <p>iii)Records in Window Media (WMV) and H.264 MP4 video formats</p> <p>3. Recording:</p> <p>i)Should support 5 concurrent video conferencing recording sessions with full video, audio and content. Upgradable to support up to 15 conncurrent video conferencing recording session with full video, audio and content without change in main hardware.</p> <p>ii)Records audio/video at varying bit rates # 128 kbps to 4 Mbps</p> <p>iii)Up to1080p HD record and playback, record stereo calls in single point and multipoint calls</p> <p>iv) VR support to provide users verbal indicators of status (recording, pause, etc.)</p> <p>4. Play Back & Streaming</p> <p>i)Archived playback to H.323 endpoint</p> <p>ii) Recording, Streaming & Playback resolution and frame rates up to 1080p60 iii)Unicast and Multicast support</p> <p>5. Capacity</p> <p>i)Up to 3000 hours of storage at 1080p resolution</p> <p>6.Security</p> <p>i)User and endpoint viewing and recording rights authorization</p>	

ANNEXURE-IA**Tender No. : SDI3563P17 DT: 11.01.2017**

Item No./ Mat. Code	Material Description	Complied/ Not Complied (Remarks if any)
	ii) AES media encryption iii) TLS/SSL and HTTPS Support 7. Management & Integration i) Support for standards based SIP/H.323 Gatekeepers, Gateways, and MCU. ii) Active Directory integration#access and viewer permissions for users and AD groups iii) Native integration with Skype for Business 2015 and MS Exchanges Server 2016 8. Warranty i) 1 year on site comprehensive warranty. ii) OEM part code(if any) must be mentioned.	
	Installation and Commissioning	
10	Installation & Commissioning (QTY: 1AU)	
	Training	
10	Training (QTY: 1AU)	
	AMS	
10	Annual Maintenance Service for 4 years (QTY: 1AU)	

Special Notes :**I) General Terms and Conditions:**

1. The bidder must mention make and model/part code of each quoted item along with technical datasheets from OEM otherwise the offer will be rejected.
2. The proposed Video Conference solution must have minimum of 5 years of end of support/end of life from the date of bid closing. OEM certificate to this effect must be submitted along with the bid. OEM should also certify for the availability of spares for next five years.
3. Bid(s) not complying with Technical Specifications, Delivery, installation & commissioning, Training, AMC, Warranty and Payment clauses will be rejected.
4. The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies, (in original), from OEM, **as per Annexure-B**, should be attached, stating that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, shall be used, failing which, their offer will be rejected.
5. All quoted items must from same OEM.

II) Special Terms and conditions:**(1) Compatibility**

1. Presently Oil India Limited has 4 sets of video conferencing systems from Polycom installed at branch offices. The proposed four sets of video conferencing systems and other equipment for Noida and Duliajan offices must be compatible with our existing video conferencing systems. The successful bidder will have the responsibility of interfacing the supplied equipment with OIL's existing systems.

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2. The proposed Video Conference system must work with VC system of other organisations over Internet through NAT in firewall. Necessary modules/ accessories must be supplied to enable this feature of Video Conference systems.

(2) Pre- Delivery Inspection

1. OIL reserves the right to send personnel for pre-delivery inspection of the equipment at the bidder's/ OEM's premises at its own cost.
2. Any item found not conforming to OIL's NIT specifications during pre-delivery inspection has to be replaced with item conforming to NIT specification before shipment.

(3) Delivery

1. Items ordered will have to delivered within 90 days of placing the purchase order at OIL, Corporate office (2 sets VC) and OIL, FHQ office, Duliajan (2 sets VC + Recording and Streaming server) as per the addresses given below:

- a) Corporate Office, Oil India Limited
Plot No. 19, sector 16 A, Noida, Uttar Pradesh
- b) IT Department, R& D Building, Oil India Limited
Duliajan Assam 786602

(4) Installation & Commissioning

1. Installation and commissioning of the Video Conference System and other equipment ordered have to be carried out within 30 (thirty) days of intimation from OIL at OIL's Noida and Duliajan offices.
2. Installation and commissioning of equipment supplied have to be carried out at both end points, i.e. OIL, Noida office and OIL, Duliajan offices.
3. Equipment installation will be considered complete only when the systems will work with our existing VC systems (Polycom) installed at Kolkata, Guwahati, Jodhpur and Kakinada offices.
4. The Video Conference system must work with VC system other organisations over Internet through NAT in firewall otherwise commissioning will not be considered completed.
5. Recording and Streaming server (RSS) also need to be installed at Duliajan office.
4. Installation and commissioning will be considered complete only duly certified by OIL's IT department.
5. The bidder has to quote separately for Installation and Commissioning charges.

(5) Training

1. The bidder has to organise training on configuration and operation of all the supplied equipment to four (4) personnel of Oil India Limited immediately after installation and commissioning.
2. The training has to be provided in two sessions - one at OIL Noida office and the other at OIL Duliajan office.
3. Each training session should be for a minimum period of two days.
4. The bidder has to quote separately for Training Charges.

(6) Warranty

1. The bidder has to provide minimum 1 year on site comprehensive warranty for all material supplied from the date of successful commissioning of the VC systems at OIL Noida office and OIL Duliajan office. Necessary part code for warranty must be mentioned.

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2. If there is a delay in installation and commissioning due to site readiness, Warranty will start after 30 days of delivery of materials.
3. The bidder must supply and install all upgrades/ new release of supplied software/ firmware/ drivers etc. during the warranty period.

(7) Annual Maintenance Service

1. The bidder must quote for on-site Annual Maintenance Service (AMS) for all supplied equipment on per year basis, for a period of 4 years.
2. AMC will start after successful completion of warranty period. Necessary part code for AMS must be mentioned.
3. AMS will include supply of all spares.
4. The AMS charges will be considered for Bid Evaluation
5. The bidder has to rectify any fault including replacement of spare parts within 120 hrs. of reporting the failure.
6. The bidder has to provide the contact address and phone numbers of person/ persons who will be responsible for coordinating the warranty and AMS activities both at OIL, Noida and OIL, Duliajan as a single point contact for OIL.
7. The bidder must supply and install all upgrades/ new release of supplied software/ firmware/ drivers etc. during the AMS period.

(8) Payment Terms

1. 70 % of material cost will be paid on completion of delivery of all items as per OIL's delivery instructions mentioned in this NIT.
2. 30 % of material cost will be paid after completion of the following:
 - i) Successful installation & commissioning of the Video Conferencing facility between OIL Noida and OIL Duliajan offices.
 - ii) Successful integration of New VC systems with existing VC systems of OIL other offices.
3. Installation & Commissioning and Training charges will be paid only after successful completion of installation and training, both at OIL Noida, and OIL Duliajan offices.
4. AMS charges will be paid on quarterly basis from the date of start of AMS services, and after successful completion of AMS services for that period. Invoice must be sent to DGM-IT, Oil India Limited, Duliajan Assam clearly mentioning the purchase order and period of billing.

(9) Penalty Terms

During the AMS/Warranty period, any failed device shall have to be repaired/ replaced with a new/ standby device within 120 hrs. of reporting the failure. Necessary configuration of the replacement device for proper operation of the device will be the responsibility of the successful bidder. During the AMS/Warranty period, the engineer attending the call shall have to submit a call report mentioning nature of the fault, action taken, any replacement of parts, serial no. of replaced equipment, serial number of replacement equipment and any other details of the call to OIL. The report has to be duly signed by OIL's IT engineer and then only the call shall be considered as attended. In case of failure on the part of the successful bidder to rectify the problem within 120 hrs of reporting it, the tenure of the AMS/Warranty will be extended on a pro-rata basis till the rectification of the fault, at no extra cost to OIL. Payment for the period during which service was not provided will be deducted from the corresponding invoice on a pro-rata basis, calculated on the nominal no. of days affected.

[illegible]

Annexure-A

Sample authorisation letter from OEM

(To be typed on the letterhead of OEM)

Ref. No _____

Date _____

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

Sir,

Sub: Authorisation Certificate

Ref: Your tender enquiry No. _____ Dated _____.

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

This certificate is valid up to _____ (18 months from the date of submission of offer).

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here)

Annexure-B

Sample undertaking of authenticity letter from OEM

(To be typed on the letterhead of OEM)

Ref. No _____

Date _____

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

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No. _____ **Dated** _____.

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

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

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

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

Affix Seal of the Organization here)

NON-DISCLOSURE AGREEMENT

BETWEEN

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

AND

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

OIL and _____ are hereinafter collectively referred to as the “Parties”.

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

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

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

ARTICLE 1. DEFINITION

For the purpose of this Agreement,

ARTICLE-1: CONFIDENTIAL INFORMATION

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

ARTICLE 2. CONFIDENTIALITY

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

The Receiving Party agrees in particular:

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

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

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

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

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

ARTICLE 3. EXCEPTIONS

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

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

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

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

ARTICLE 4. RETURN OF DOCUMENTS

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

ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS

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

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

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

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

ARTICLE 6. NO WAIVER OF RIGHT ON DELAY

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

ARTICLE 7. APPLICABLE LAW – JURISDICTION

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

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

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

ARTICLE 8. DURATION

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

ARTICLE 9. COMPLETE AGREEMENT

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

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

ARTICLE 10. PUBLICATIONS

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

ARTICLE 11. REMEDIES

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

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

Made on _____, at _____(Place)

On behalf of OIL

On behalf of _____

Signature : _____

Signature : _____

Name:

Name:

Designation:

Designation:

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. **SDI3563P17** 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.

A J SARMAH
MANAGER MATERIALS (IP)

 For the Principal

For the Bidder/Contractor

Place. Duliagan.

Witness 1 :

Date 11.01.2017 .

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

ANNEXURE - GGG

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

Tender No. :.....
Name of Beneficiary :M/s.....
Vendor Code :.....
Address :.....
.....
Phone No. (Land Line) :.....
Mobile No. :.....
E-mail address :.....
Bank Account No. (Minimum
Eleven Digit No.) :.....
Bank Name :.....
Branch :.....
Complete Address of your
Bank :.....
IFSC Code of your Bank
a) RTGS :.....
b) NEFT :.....
PAN :.....
VAT Registration No. :.....
CST Registration No. :.....
Service Tax Registration No. :.....
Provident Fund Registration :.....

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

Office Seal

.....
Signature of Vendor

**Counter Signed by Banker:
Seal of Bank:**

Enclosure: Self attested photocopies of the following documents-

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