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
SDI5027P18	10.08.2017	**OIL DIARY - 2018**
SDI5183P18	17.08.2017	**XLPE CABLES – 3500 MTRS**
SDI5113P18	17.08.2017	**FLOW CUM PRESSURE RECORDER – 27 NOS**
SDI5076P18	10.08.2017	**SUPPLY AND INSTALLATION & COMMISSIONING OF ANTIVIRUS LICENCES – 2,200 NOS**
SDI5184P18	10.08.2017	**SUPPLY AND INSTALLATION & COMMISSIONING OF AIR CIRCUIT BREAKER – 06 NOS**
SDI5109P18	10.08.2017	**EXPLOSIVE – 50,000 KG**
SDI5110P18	10.08.2017	**SUPPLY AND INSTALLATION & COMMISSIONING OF TRIANGULAR LATTICE TOWER – 05 NOS**
SDI5114P18	10.08.2017	**PROCUREMENT OF LABORATORY EQUIPMENTS – 19 ITEMS**
SDI5131P18	10.08.2017	**HIGH END WORKSTATION COMPUTER – 01 NO**

Kind Attention: E-Tender No. SSI4784P18 for SAFETY LEATHER BOOTS (Qty: 13211 Pairs), E-Tender SSI4813P18 for ELECTRICAL SAFETY SHOES (Qty: 725 Pairs) and E-Tender No. SDI4705P18 for FIRE EXTINGUISHER (Qty: 500 nos.) which was advertised in Press through Notification dated 07.06.2017 has been cancelled. Fresh EOI/e-tender will be floated against the same.

Tender fee (Non-refundable): Rs 1,000.00 (to **be paid online only**); 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.

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.	: **SDI5076P18 DT: 20.06.2017**
Tender Fee	: **Rs. 1,000.00**
Bid Security Amount	: **Applicable**
Bidding Type	: **SINGLE STAGE COMPOSITE BID SYSTEM**
Bid Closing on	: **As mentioned in the e-portal**
Bid Opening on	: **-do-**
Performance Security	: **Applicable**
Integrity Pact	: **Not Applicable**

OIL invites Bids for **PROCUREMENT OF ANTIVIRUS LICENCES – 2,200 Nos** through its e-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB 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.**

b)   **OIL's office timings are as below:**

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

Vendors should contact OIL officials at above timings only.

c) 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	

d) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

e) Technical specifications and Quantity as per **Annexure – 1A**.

f) The prescribed Bid Forms for submission of bids are available in the Technical RFx-> External Area - > Tender Documents.

g) 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.

h) 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).

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

Special Notes:

1.0 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).
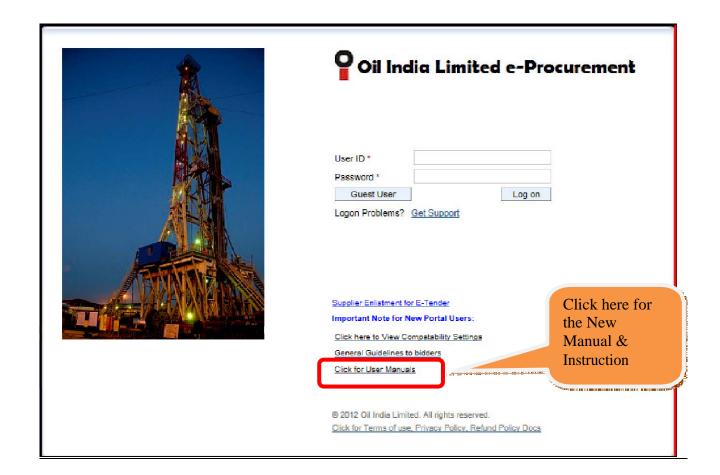
2.0   The tender is invited under SINGLE STAGE- COMPOSITE BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

2.1   Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> Technical Attachment only. For details please refer   "NEW INSTRUCTIONS"

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 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.

9.0 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.

10.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

11.0 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.

Please do refer "NEW INSTRUCTION TO BIDDER FOR SUBMISSION" for the above two points and also please refer " New Vendor Manual (effective 12.04.2017) " available in the login Page of the OIL's E-tender Portal.

Click here for the New Manual & Instruction

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-

(AJ SARMAH)
MANAGER MATERIALS (IP)
FOR DGM-MATERIALS

Tender No & Date: SDI5076P18 DT: 20.06.2017

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.

Criteria	Complied / Not Complied. (Remarks if any)
1.0 BID REJECTION CRITERIA (BRC): The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. **A) TECHNICAL:** **1.** The Bidder has to be OEM/ Authorized Dealer of OEM/ Distributor of OEM/ Partner of OEM. Authorized dealers, distributors and partners must submit authorization letter (in Original) from OEM to quote for the Enquiry, as per **Annexure-I**, stating that the OEM will provide all the required support directly or through the particular dealer for the entire period of subscription/warranty, failing which their offers will be rejected. **2.** Bidder should have implemented, within the last 5 years from the original bid closing date, minimum one number of enterprise wide antivirus solution/end point security solution with a) a minimum implementation of **1100** licenses/end point clients OR b) an implementation of end point protection solution of minimum value **Rs. 23.93 Lakhs**, using the same antivirus solution/end point security solution being quoted by them against this tender. Documentary evidence in support of criteria mentioned in points 2.a) and 2.b) above has to be provided in the form of :- I. Purchase Order /Work Order copy and II. Job completion certificate or bill/invoice against the particular purchase	

order/Work Order.

Note: The project referred in 2.a) and 2.b) above should have included supply of antivirus software, solution manager, client packages etc. and implementation of the same in the organisation.

3. The quoted antivirus solution/end point protection solution should be in the Leaders quadrant of the Gartner's Magic Quadrant for End Point Protection Platform, January 2017.

4. Delivery Schedule:
(i.a)The delivery of the solution manager/antivirus manager alongwith Lot 1 of Licenses (Item 10) should be completed within 45 days from receipt of formal PO.
(i.b) Installation & Commissioning of the entire solution should be completed within 30 days of receiving the site clearance/readiness information from OIL.

(ii) Lot 2 of Licenses (item 20): To be activated from (subscribed from) 01st December 2018.

B) FINANCIAL

a) Annual Financial Turnover of the bidder during **any of preceding 03 (three) financial / accounting years from the original bid closing date** should be at least **Rs. 23.93 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'.**

Notes:

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

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

<div align="center">**OR**</div>

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

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

C) COMMERCIAL:

i) Validity of the bid shall be minimum 90 days from the Bid Closing Date.

ii) Bid security:

The bid must be accompanied by Bid Security of **Rs. 96,000.00** in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to 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 6 months from Bid closing date. (i.e. upto 10.02.2018).**

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 Composite Bid System". Bidders have to submit both the "Techno-commercial Unpriced Bids" and "Priced Bids" through electronic form in the OIL's e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders.

iv) Performance Security:

The successful bidder shall submit Performance Security @ 10% of PO value as follows:

1st performance security for item no. 10 (Lot 1 of the Licenses): This performance security must be submitted within 30 days of receipt of the formal purchase order; and must remain valid for **three years from the date of renewal of item 10.**

2nd performance security for item no. 20 (Lot 2 of the Licenses): This performance security must be submitted **prior to delivery** of **Item No. 20**; and must remain valid for **two years from the date of renewal of item 20.**

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

The Performance Security shall be in the following form :

(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.

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

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using "Class 3" digital certificate with Organisation's name *(e-commerce application)* as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3 with Organisation's Name" digital certificate, will be rejected.

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

ix) A bid shall be rejected straightway if it does not conform to any one of the following clauses:
(a) Validity of bid shorter than the validity indicated in the Tender.
(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.

(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.
(d) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.

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

To incorporate as a Note to the Clauses on Bid Security/EMD and PBG:
The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in Oil's tender issuing office:
The bank guarantee issued by the bank must be routed through SFMS platform as per following details:
(i)   "MT 760 / MT 760 COV for issuance of bank guarantee.
(ii)   "MT 760 / MT 767 COV for amendment of bank guarantee

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

2.0 BID EVALUATION CRITERIA (BEC)
The bids conforming to the terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria as well as verification of original of any or all documents/ documentary evidences pertaining to BRC, will be considered for further evaluation as per the Bid Evaluation Criteria given below.

A) TECHNICAL:

i) The bid will be evaluated strictly as per NIT specification, terms & conditions.

ii)   The total value of the license cost (with subscription), solution   manager cost, installation and commissioning charges will be considered for evaluation of the bid.

iii) All items shall be procured from the same source.

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

iii) To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

NOTE:

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

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TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No & Date: SDI5076P18 DT: 20.06.2017

	Complied / Not Complied. (Remarks if any)
ITEM NO. 10 **PROCUREMENT OF ANTIVIRUS LICENSES/ END POINT SECURITY CLIENT LICENSE/ ANTIVIRUS CLIENT LICENSE – SUBSCRIPTION FOR 3 YEARS (Qty = 1700 Nos)** **Technical Specifications:** **A. Antivirus and Anti-Spyware** A.1. Solution must scan, detect, clean, delete and quarantine the infected files. A.2 Solution must support scan and cleaning of boot sector/Master boot record virus. A.3 Solution must have embedded behavioural analysis and protection technology apart from signature based clean/delete/quarantine for unknown threats. A.4 Solution must scan, detect, clean or delete malicious code for protocols like POP3 /IMAP/TCP/FTP etc. A.5 Solution must support to install antivirus agent through various techniques like web based, MSI package, Remote push, manual installation or any other methods in workgroup and Active Directory/LDAP environment. A.6 The CPU utilization threshold for the solution must not exceed 20% during real time and conventional scan for improving the performance of endpoints during the execution of user routine task. A.7 Solution must support the protection against malicious web content A.8 Solution must support the protection against malicious web content A.9 Solution must support scheduled scan configuration for full-disks scan at designated time from central manager for clean, delete or quarantine infected file. A.10 Solution must support to prevent endpoint users from uninstalling or disabling the managed antivirus services and client. A.11 Solution must support to exclude the specified files/directories from real time and manual scan. A.12 Solution must provide a utility program for clean uninstallation process of the corrupted antivirus. **B. Desktop Firewall** B.1 Solution must allow for creation and deployment of user defined firewall policy for endpoints to permit or deny network access based on IP Address, logical Ports, and Services on a single IP Address, range, and segments. **C. Endpoint Based Intrusion Prevention System** C.1 Solution must provide Endpoint based Intrusion Prevention System to proactively block and safely eliminate malwares and potentially unwanted program from endpoints.	

C.2   Endpoint Based Intrusion Prevention Solution must be bundled with the entire Endpoint security solution for client system (managed endpoints).

D.   Device Control
D.1   Solution must have the support to block external devices.
D.2   Solution must be able to provide access to authorized external devices and services based on privileges.
D.3   Solution must allow devices which have Serial number/MAC address/device id/ or any other identification.
D.4   Solution must support both device instance/ID and model   exceptions. For example a USB with a specific serial no given   can be exempted

E.   Application Control
E.1   Solution must allow for creating whitelisting of application programs, DLLs and executable files and block all remaining programs, DLLs. executable files for execution or vice versa.
E.2   Solution must support anti spoofing
E.3   Solution must be able to classify applications which are attempting network access, and block unauthorized connections and data transfers by malicious programs.
E.4   Solution must be able to protect against zero-day attacks
E.5   The endpoints must have a local feature to   blacklist/whitelist a specific application (DLL/ executable file) only when authorized the solution manager/ allowed by   the management console.

F.   Supported Operating Systems
F.1   Solution must be able to support all the supported   versions/latest versions of Microsoft Windows Operating   Systems & Mac.

G.   Reports
G.1   Solution must be able to support to generate infected systems report with their source and destination IP address.
G.2   Solution must be able to support to generate malware, name wise reports based on source and destination IP address.
G.3.   Solution must be able to support to generate user defined   reports from database. In case reports are provided in raw   logs, necessary configuration should be made to convert the   raw logs into meaningful reports.
G.4   Solution must be able to support to generate following   reports:
        -Current Virus Definition.
        -Virus Definition updates.
        -Report generated must be exported to other applications like HTML/ Microsoft Excel/ CSV or PDF.
        -Graphical Charts for malwares, infected endpoints etc. for managed clients.
        -Client system information report/status report/ profile report
        -Admin task report

H.   Antivirus Client System logs for all supported Microsoft Windows OS
H.1   Solution must be able to support to send following endpoint logs based on IP/ MAC address automatically to the management server/ endpoint manager.
        -Antivirus event logs
        -Device control and application control logs
        -Host firewall logs i.e. compliance violations and access log.

-Endpoint Based Intrusion Prevention System compliance violations and access log

I.   Other
I.1   The end point solution should be based on client-server architecture.
I.2   The end point solution manager should be compatible to be installed in a Windows server 2012 (data center edition   virtual server).
I.3   Printed technical brochure / product catalogue / official website URL should be provided along with the bid which shows all the required technical specifications required in this tender.
I.4   The solution quoted should be the latest version available.

ITEM NO. 20

PROCUREMENT OF ANTIVIRUS LICENSES/ END POINT SECURITY CLIENT LICENSE/ ANTIVIRUS CLIENT LICENSE – SUBSCRIPTION FOR 2 YEARS (Qty = 500 Nos)

Technical Specifications:

A. Antivirus and Anti-Spyware
A.1. Solution must scan, detect, clean, delete and quarantine the infected files.
A.2 Solution must support scan and cleaning of boot sector / Master boot record virus.
A.3 Solution must have embedded behavioural analysis and protection technology apart from signature based clean/delete/quarantine for unknown threats.
A.4 Solution must scan, detect, clean or delete malicious code for protocols like POP3 /IMAP/TCP/FTP etc.
A.5 Solution must support to install antivirus agent through various techniques like web based, MSI package, Remote push, manual installation or any other methods in workgroup and Active Directory/LDAP environment.
A.6 The CPU utilization threshold for the solution must not exceed 20% during real time and conventional scan for improving the performance of endpoints during the execution of user routine task.
A.7 Solution must support the protection against malicious web content
A.8 Solution must support the protection against malicious web content
A.9 Solution must support scheduled scan configuration for full-disks scan at designated time from central manager for clean, delete or quarantine infected file.
A.10 Solution must support to prevent endpoint users from uninstalling or disabling the managed antivirus services and client.
A.11 Solution must support to exclude the specified files/directories from real time and manual scan.
A.12 Solution must provide a utility program for clean uninstallation process of the corrupted antivirus.

B. Desktop Firewall
B.1 Solution must allow for creation and deployment of user defined firewall policy for endpoints to permit or deny network access based on IP Address, logical Ports, and Services on a single IP Address, range, and segments.

C. Endpoint Based Intrusion Prevention System
C.1 Solution must provide Endpoint based Intrusion Prevention System to proactively block and safely eliminate malwares and potentially unwanted program from endpoints.

C.2 Endpoint Based Intrusion Prevention Solution must be bundled with the entire Endpoint security solution for client system (managed endpoints).

D. Device Control
D.1 Solution must have the support to block external devices.
D.2 Solution must be able to provide access to authorized external devices and services based on privileges.
D.3 Solution must allow devices which have Serial number/MAC address/device id/ or any other identification.
D.4 Solution must support both device instance/ID and model exceptions. For example a USB with a specific serial no given can be exempted

E. Application Control
E.1 Solution must allow for creating whitelisting of application programs, DLLs and executable files and block all remaining programs, DLLs. executable files for execution or vice versa.
E.2 Solution must support anti spoofing
E.3 Solution must be able to classify applications which are attempting network access, and block unauthorized connections and data transfers by malicious programs.
E.4 Solution must be able to protect against zero-day attacks
E.5 The endpoints must have a local feature to blacklist/whitelist a specific application (DLL, executable file) only when authorized the solution manager/ allowed by the management console.

F. Supported Operating Systems
F.1 Solution must be able to support all the supported versions/latest versions of Microsoft Windows Operating Systems & Mac.

G. Reports
G.1 Solution must be able to support to generate infected systems report with their source and destination IP address.
G.2 Solution must be able to support to generate malware, name w ise reports based on source and destination IP address.
G.3. Solution must be able to support to generate user defined reports from database. In case reports are provided in raw logs, necessary configuration should be made to convert the raw logs into meaningful reports.
G.4 Solution must be able to support to generate following reports:
 -Current Virus Definition.
 -Virus Definition updates.
 -Report generated must be exported to other applications like HTML, Microsoft Excel, CSV or PDF.
 -Graphical Charts for malwares, infected endpoints etc. for managed clients.
 -Client system information report, status report & profile report
 -Admin task report

H. Antivirus Client System logs for all supported Microsoft Windows OS
H.1 Solution must be able to support to send following endpoint logs based on IP and MAC address automatically to the management server/ endpoint manager.
 -Antivirus event logs
 -Device control and application control logs
 -Host firewall logs i.e. compliance violations and access log.

-Endpoint Based Intrusion Prevention System compliance violations and access log **I. Other** I.1 The end point solution should be based on client-server architecture. I.2 The end point solution manager should be compatible to be installed in a Windows server 2012 (data center edition virtual server). I.3 Printed technical brochure / product catalogue / official website URL should be provided along with the bid which shows all the required technical specifications required in this tender. I.4 The solution quoted should be the latest version available.	
ITEM NO. 30 **INSTALLATION, COMMISSIONING & CONFIGURATION OF THE ENTIRE END POINT SECURITY SOLUTION ALONG WITH THE SOLUTION MANAGER (QTY = 01 AU)**	

SPECIAL TERMS & CONDITIONS:

A. Terms for supply of licenses:
The successful bidder has to supply the end point client licenses in a phased manner as per the time line mentioned below:
• Lot 1: 1700 licenses at the time of confirmed order as per the delivery terms (Clause C)
• Lot 2: 500 licenses- To be activated from (subscribed from) 01st December 2018.

B. Special Terms & Conditions.
B.1 The successful bidder must provide all the relevant licenses in the name of "Oil India Ltd., Duliajan, Assam".
B.2 Proper documentary evidence (paper/e-license) should be provided to
> DGM (IT),
> IT Department,
> R&D Building, 2nd Floor,
> Oil India Limited,
> Duliajan - 786602.

B.3 Vendor must communicate to OIL's Email: antivirusadmin@oilindia.in
B.4 The email id to be registered for the licenses is antivirusadmin@oilindia.in
B.5 Bidders not complying with delivery, installation, commissioning, subscription, training and payment term clauses shall be rejected.
B.6 The bidder should inform in the bid about the required specification (RAM, CPU cores, Storage,IPs etc.) of the server required to host/install the solution manager/antivirus manager.
B.7 The solution manager/antivirus manager should be installed in a windows 2012 edition virtual server provided by OIL.
B.8 The bidder should submit the completely filled technical compliance checklist- **Annexure-II** along with the bid.

C. Delivery, Installation and commissioning Terms:
C.1 The delivery of the solution manager/antivirus manager along with the Lot-1 of licenses (as mentioned in Clause A: Terms for supply of licenses) should be delivered within 45 days from receiving of formal P.O.

C.2 Installation and commissioning of the entire solution should   be completed within 30 days of receiving the site   clearance/readiness information from OIL. OIL will intimate   the successful bidder about the site readiness/clearance by   email.

C.3 The successful bidder has to install the end point solution manager/antivirus manager in the virtual server(given by OIL), configure the policies, configure the solution/antivirus manager, configure the licenses, install endpoint clients and any other configuration required within the time period mentioned in the above point(C.2).

C.4 The remaining Lot-2 of licenses should be provided as per the Clause A: Terms for supply of licenses.

C.5 After the successful installation of the solution manager/antivirus manager, the successful bidder should install/deploy the end point clients in the PCs/servers (for   both Windows & mac) etc. for Lot-1.

C.6 The installation and commissioning of the entire solution   will only be considered successful after proper testing of   the client-server communication & only when all the   client-server   features   are tested, in front of OIL's engineer   and on certification by OIL's engineer for Lot-1.

D. Confidentiality Agreement

D.1 OIL Confidentiality and **Non-Disclosure Agreement (NDA)** will be applicable.

D.2 The bidder must submit Non-Disclosure Agreement as per given format duly filled, signed & Sealed by the authorized signatory of the bidder.

E. Subscription Terms

E.1 The quoted solution should be of the latest available version.

E.2 The subscription of the entire solution along with Lot1 of licenses should be of 3 years starting from the date of issuance/activation of licenses to OIL.

E.3 The subscription of the Lot2 of licenses should be of 2 years starting from the date of issuance/activation of licenses to OIL.

E.4 OIL should be immediately be intimated in writing and provided with all the latest release, patch updates, hot fixes, version upgrades during the subscription period for   the entire solution.

E.5 The bidder should provide a single point of contact to which OIL will communicate for any issues regarding the solution 24 X 7.

E.6 The bidder should provide the call logging information of the OEM to OIL. OIL should be able to log calls/raise tickets directly to OEM. The proper procedure of logging call/raising   tickets to the OEM in case of any issue should be documented and to be provided to OIL.

E.7 The bidder should provide an escalation matrix for any issues/user   complaints. The escalation matrix should contain contact information of each level, call logging details etc.

F. Payment Terms

F.1 **1st payment:** 70% of the cost of Lot-1 of licenses, after the successful delivery of Lot-1 of licenses & solution manager/antivirus manager.

F.2 **2nd Payment:** Remaining 30% of the cost of Lot-1 of licenses and   the   100%   cost   of   installation   & commissioning including the training charges will be paid after the successful installation & commissioning of the solution manager/antivirus manager and the installation of clients as per Lot-1 of licenses.

F.3 The cost of Lot2 of licenses will be paid on the submission of invoices after the delivery and activation of Lot2 of licenses.

G. Training Terms

G.1 A complete hands-on training for a minimum period of 5 days on   the   installation,   management   and administration of the   entire solution should be imparted to at least 2 engineers from OIL at the OEM's site.

G.2 The training should be provided before the start of actual installation and commissioning of the antivirus solution, and shall form a part of the Installation & Commissioning jobs.

H. Price Breakup:

Bidders should submit the price breakup of all the items as per "Annexure HHH" which has been uploaded under "Notes & Attachments" > "Attachments" as shown below. The price breakup "Annexure HHH" should be filled up, signed and uploaded under "Notes & Attachments" > "Attachments" only. **The filled up price breakup of all the items should not be uploaded in Technical Attachment.**

NOTE:

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

Annexure-I

Ref. No_____   Date _____

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

Sir,

Sub: Authorisation Certificate
Ref: Your tender enquiry No._____ Dated _____.

We hereby authorize M/s_____ to quote, supply and implement for the above tender on our behalf. We will also provide all the required support directly or through the particular dealer for the entire period of subscription/warranty for the above tender.

Yours faithfully,
For (type name of the firm here)
Signature of Authorised Signatory
Name :
Designation :
Phone No.
Place :
Date :
(Affix Seal of the Organization here, if applicable)

ANNEXURE-II : Technical Compliance Checklist- To be filled by bidder

Sl. No.	Clause/Technical Specification	Complied/ Not Complied	Remarks
A.	**Antivirus and Anti-Spyware**		
A.1	Solution must scan, detect, clean, delete and quarantine the infected files		
A.2	Solution must support scan and cleaning of boot sector/Master boot record virus		
A.3	Solution must have embedded behavioural analysis and protection technology apart from signature based clean/delete/quarantine for unknown threats		
A.4	Solution must scan, detect, clean or delete malicious code for protocols like POP3 /IMAP/TCP/FTP etc		
A.5	Solution must support to install antivirus agent through various techniques like web based, MSI package, Remote push, manual installation or any other methods in workgroup and Active Directory/LDAP environment		
A.6	The CPU utilization threshold for the solution must not exceed 20% during real time and conventional scan for improving the performance of endpoints during the execution of user routine task.		
A.7	Solution must support the protection against malicious web content		
A.8	Solution must support the protection against malicious web content		
A.9	Solution must support scheduled scan configuration for full-disks scan at designated time from central manager for clean, delete or quarantine infected file.		
A.10	Solution must support to prevent endpoint users from uninstalling or disabling the managed antivirus services and client.		
A.11	Solution must support to exclude the specified files/directories from real time and manual scan.		
A.12	Solution must provide a utility program for clean uninstallation process of the corrupted antivirus.		
B.	**Desktop Firewall**		
B.1	Solution must allow for creation and deployment of user defined firewall policy for endpoints to permit or deny network access based on IP Address, logical Ports, and Services on a single IP Address, range, and segments.		
C.	**Endpoint Based Intrusion Prevention System**		
C.1	Solution must provide Endpoint based Intrusion Prevention System to proactively block and safely eliminate malwares and potentially unwanted program from endpoints		
C.2	Endpoint Based Intrusion Prevention Solution must be		

	bundled with the entire Endpoint security solution for client system (managed endpoints).		
D.	**Device Control**		
D.1	Solution must have the support to block external devices.		
D.2	Solution must be able to provide access to authorized external devices and services based on privileges		
D.3	Solution must allow devices which have Serial number/MAC address/device id/ or any other identification		
D.4	Solution must support both device instance/ID and model exceptions. For example a USB with a specific serial no given can be exempted		
E.	**Application Control**		
E.1	Solution must allow for creating whitelisting of application programs, DLLs and executable files and block all remaining programs, DLLs. executable files for execution or vice versa.		
E.2	Solution must support anti spoofing		
E.3	Solution must be able to classify applications which are attempting network access, and block unauthorized connections and data transfers by malicious programs.		
E.4	Solution must be able to protect against zero-day attacks		
E.5	The endpoints must have a local feature to blacklist/whitelist a specific application (DLL, executable file) only when authorized the solution manager/ allowed by the management console		
F.	**Supported Operating Systems**		
F.1	Solution must be able to support all the supported versions/latest versions of Microsoft Windows Operating Systems & Mac.		
G.	**Reports**		
G.1	Solution must be able to support to generate infected systems report with their source and destination IP address.		
G.2	Solution must be able to support to generate malware, name wise reports based on source and destination IP address.		
G.3	Solution must be able to support to generate user defined reports from database. In case reports are provided in raw logs, necessary configuration should be made to convert the raw logs into meaningful reports.		
G.4	Solution must be able to support to generate following reports: • Current Virus Definition. • Virus Definition updates. • Report generated must be		

	exported to other applications like HTML/ Microsoft Excel/ CSV or PDF. • Graph/Charts for malwares, infected endpoints etc. for managed clients. • Client system information report/ status report / profile report • Admin task report		
H.	**Antivirus Client System logs for all supported Microsoft Windows OS**		
H.1	Solution must be able to support to send following endpoint logs based on IP / MAC address automatically to the management server/ endpoint manager. • Antivirus event logs • Device control and application control logs • Host firewall logs i.e. compliance violations and access log. • Endpoint Based Intrusion Prevention System compliance violations and access log		
I.	**Other**		
I.1	The end point solution should be based on client-server architecture		
I.2	The end point solution manager should be compatible to be installed in a Windows server 2012 (data center edition virtual server).		
I.3	Printed technical brochure / product catalogue / official website URL should be provided along with the bid which shows all the required technical specifications required in this tender.		
I.4	The solution quoted should be the latest version available		

Sl. No.	Clause/Technical Specification	Complied/ Not Complied	Remarks
Bid Evaluation Criteria (BEC) (Technical)			
1.	The bid will be evaluated strictly as per NIT specification, terms & conditions.		
2.	The total value of the license cost (with subscription), solution manager cost, installation and commissioning charges will be considered for evaluation of the bid.		
3.	All items shall be procured from the same source		

Bid Rejection Criteria (BRC) (Technical)			
1.	The Bidder has to be OEM/ Authorized Dealer of OEM/ Distributor of OEM/ Partner of OEM. Authorized dealers, distributors and partners must submit authorization letter (in Original) from OEM to quote for the Enquiry, as per **Annexure-I**, stating that the OEM will provide all the required support directly or through the particular dealer for the entire period of subscription/warranty, failing which their offers will be rejected. --- Annexure-I Sample authorisation letter from OEM (To be typed on the letterhead of the OEM) Ref. No_____ Date _____ The Head (Materials) Oil India Limited, Duliajan-786 602 Sir, Sub: Authorisation Certificate Ref: Your tender enquiry No.___ Dated ____. We hereby authorize M/s_____ to quote, supply and implement for the above tender on our behalf. We will also provide all the required support directly or through the particular dealer for the entire period of subscription/warranty for the above tender. ---------------- Yours faithfully, For (type name of the firm here) Signature of Authorised Signatory Name : Designation : Phone No. Place : Date : (Affix Seal of the Organization here, if applicable) ---		
2.	Bidder should have implemented, within the last 5 years from the original bid closing date, minimum one number of enterprise wide antivirus solution/end point security solution		

	with a) a minimum implementation of **1100** licenses/end point clients OR b) an implementation of end point protection solution of minimum value **Rs. 23.93 Lakhs**, using the same antivirus solution/end point security solution being quoted by them against this tender. Documentary evidence in support of criteria mentioned in points 2.a) and 2.b) above has to be provided in the form of :- I. Purchase Order /Work Order copy and II. Job completion certificate or bill/invoice against the particular purchase order/Work Order. **Note**: The project referred in 2.a) and 2.b) above should have included supply of antivirus software, solution manager, client packages etc. and implementation of the same in the organisation.		
3.	The quoted antivirus solution/end point protection solution should be in the Leaders quadrant of the Gartner's Magic Quadrant for End Point Protection Platform, January 2017.		
4.	**Delivery Schedule:** (i.a) The delivery of the solution manager/antivirus manager alongwith Lot 1 of Licenses (Item 10) should be completed within 45 days from receipt of formal PO. (i.b) Installation & Commissioning of the entire solution should be completed within 30 days of receiving the site clearance/readiness information from OIL. (ii) Lot 2 of Licenses (item 20) : To be activated from (subscribed from) 01st December 2018.		
A.	**Terms for supply of licenses:**		
A.1	The successful bidder has to supply the end point client licenses in a phased manner as per the time line mentioned below: • **Lot 1:** 1700 licenses at the time of confirmed order as per the delivery terms (Clause C) • **Lot 2:** 500 licenses- To be activated from (subscribed from) 01$_{st}$ December 2018.		

	B. Special Terms & Conditions.		
B.1	The successful bidder must provide all the relevant licenses in the name of "Oil India Ltd., Duliajan, Assam".		

B.2	Proper documentary evidence (paper/e-license) should be provided to
	  DGM (IT),
	  IT Department,
	  R&D Building, 2nd Floor,
	  Oil India Limited,
	  Duliajan - 786602.		

B.3	Vendor must communicate to OIL's Email antivirusadmin@oilindia.in		
B.4	The email id to be registered for the licenses is antivirusadmin@oilindia.in		
B.5	Bidders not complying with delivery, installation, commissioning, subscription, training and payment term clauses shall be rejected		
B.6	The bidder should inform in the bid about the required specification (RAM, CPU cores, Storage, IPs etc.) of the server required to host/install the solution manager/antivirus manager		
B.7	The solution manager/antivirus manager should be installed in a windows 2012 edition virtual server provided by OIL.		
B.8	The bidder should submit the completely filled technical compliance checklist- **Annexure-II** along with the bid.		
	C. Delivery, Installation and commissioning Terms:		
C.1	The delivery of the solution manager/antivirus manager along with the Lot-1 of licenses (as mentioned in Clause A: Terms for supply of licenses) should be delivered within 45 days from receiving of formal P.O.		
C.2	Installation and commissioning of the entire solution should be completed within 30 days of receiving the site clearance/readiness information from OIL. OIL will intimate the successful bidder about the site readiness/clearance by email		
C.3	The successful bidder has to install the end point solution manager/antivirus manager in the virtual server(given by OIL), configure the policies, configure the solution/antivirus manager, configure the licenses, install endpoint clients and any other configuration		

	required within the time period mentioned in the above point(C.2).		
C.4	The remaining Lot-2 of licenses should be provided as per the Clause A: Terms for supply of licenses.		
C.5	After the successful installation of the solution manager/antivirus manager, the successful bidder should install/deploy the end point clients in the PCs/servers (for both Windows & mac) etc. for Lot-1		
C.6	The installation and commissioning of the entire solution will only be considered successful after proper testing of the client-server communication & only when all the client-server features are tested, in front of OIL's engineer and on certification by OIL's engineer for Lot-1.		
D.	**Confidentiality Agreement**		
D.1	OIL Confidentiality and Non-Disclosure Agreement (NDA) will be applicable		
D.2	The bidder must submit Non-Disclosure Agreement as per given format duly filled, signed & Sealed by the authorized signatory of the bidder		
E.	**Subscription Terms**		
E.1	The quoted solution should be of the latest available version		
E.2	The subscription of the entire solution along with Lot1 of licenses should be of 3 years starting from the date of issuance/activation of licenses to OIL.		
E.3	The subscription of the Lot2 of licenses should be of 2 years starting from the date of issuance/activation of licenses to OIL.		
E.4	OIL should be immediately intimated in writing and provided with all the latest release, patch updates, hot fixes, version upgrades during the subscription period for the entire solution		
E.5	The bidder should provide a single point of contact to which OIL will communicate for any issues regarding the solution 24 X 7.		
E.6	The bidder should provide the call logging information of the OEM to OIL. OIL should be able to log calls/raise tickets directly to OEM. The proper procedure of logging call/raising tickets to the OEM in case of any issue should be documented and to be provided to OIL		
E.7	The bidder should provide an escalation matrix for any issues/user complaints. The escalation matrix should contain contact information of each level, call logging details etc		

	F.	Payment Terms		
F.1		**1st payment:** 70% of the cost of Lot-1 of licenses, after the successful delivery of Lot-1 of licenses & solution manager/antivirus manager.		
F.2		**2nd Payment:** Remaining 30% of the cost of Lot-1 of licenses and the total cost of installation & commissioning including the training charges will be paid after the successful installation & commissioning of the solution manager/antivirus manager and the installation of clients as per Lot-1 of licenses.		
F.3		The price of Lot2 of licenses will be paid on the submission of invoices after the delivery and activation of Lot2 of licenses.		
	G.	Training Terms		
G.1		A complete hands-on training for a minimum period of 5 days on the installation, management and administration of the entire solution should be imparted to at least 2 engineers from OIL at the OEM's site		
G.2		The training should be provided before the start of actual installation and commissioning of the antivirus solution, and shall form a part of the Installation & Commissioning jobs.		

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

Signature :_____

Name: PALLAB BARMAN

Designation: DGM-IT(HOD)

DGM - IT
IT DEPARTMENT
OIL INDIA LIMITED
DULIAJAN - 786 602

On behalf of _____

Signature :_____

Name:

Designation:

Technical Bid Checklist   Annexure-EEE

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

NOTE: Please fill up the greyed cells only.

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

Tender No.	
Bidders Name	

Bidders Response   Sheet

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

NOTE: Please fill up the greyed cells only.

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

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

Tender No.   :..

Name of Beneficiary   :M/s...

Vendor Code   :..

Address   :..

                                  ....

Phone No. (Land Line)   :..

Mobile No.   :..

E-mail address   :..

Bank Account No. (Minimum

Eleven Digit No.)   :..

Bank Name   :..

Branch   :..

Complete Address of your   :..

Bank   :..

IFSC Code of your Bank

       a)   RTGS   :..

       b)   NEFT   :..

PAN   :..

VAT Registration No.   :..

CST Registration No.   :..

Service Tax Registration No.   :..

Provident Fund Registration   :..

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.