

## ANNEXURE-II

### OIL INDIA LIMITED

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

#### INVITATION FOR BID NATIONAL COMPETITIVE BID

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

E-Tender No.	Bid Closing / Opening Date	Item
SDI5970P18	07.12.2017	FABRICATION, SUPPLY, INSTALLATION & COMMISSIONING OF MULTI PURPOSE FIRE TENDER – QTY = 02 NOS
SDI6040P18	07.12.2017	FABRICATION, SUPPLY, INSTALLATION, TRAINING & COMMISSIONING OF MINIE FIRE TENDER – QTY = 02 NOS
SDI6043P18	07.12.2017	DESKTOP PC – QTY = 188 NOS

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](http://www.oil-india.com).

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



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

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

Email: ankurjyoti\_sarmah@oilindia.in ; erp\_mm@oilindia.in

**FORWARDING LETTER**

**Tender No.** : SDI6043P18 DT: 16.10.2017

**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

OIL invites Bids for **Procurement of DESKTOP PC (QTY = 188 NOS.)** through its e-Procurement site under **SINGLE STAGE TWO BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders. The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents

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

**The tender will be governed by:**

a) For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc, vendors should contact OIL's ERP MM Deptt at following: Tel Nos = 0374-2807178, 0374-2807171 , 0374-2807192. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).

b) OIL's office timings are as below:

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

Vendors should contact OIL officials at above timings only.

**OIL Bank Details :**

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

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

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

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

No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com).

**NOTE:**

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

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

**2.1** Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFx Information > Technical Attachment 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. **For price upload area , please refer "NEW INSTRUCTIONS" Please refer Annex-BB for price schedule.**

**2.3** Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in [Annexure-CCC](#).

**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:

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

ii) **SHRI SATYANANDA MISHRA, IAS (Retd.)**  
Former Chief Information Commissioner &  
Ex-Secretary, DOPT, Govt. of India  
E-Mail ID : [satyanandamishra@hotmail.com](mailto:satyanandamishra@hotmail.com)

iii) **SHRI JAGMOHAN GARG**  
EX-VIGILANCE COMMISSIONER, CVC  
E-mail id: [jagmohan.garg@gmail.com](mailto:jagmohan.garg@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.

#### **14.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:**

(i) the suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.

(ii) consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.

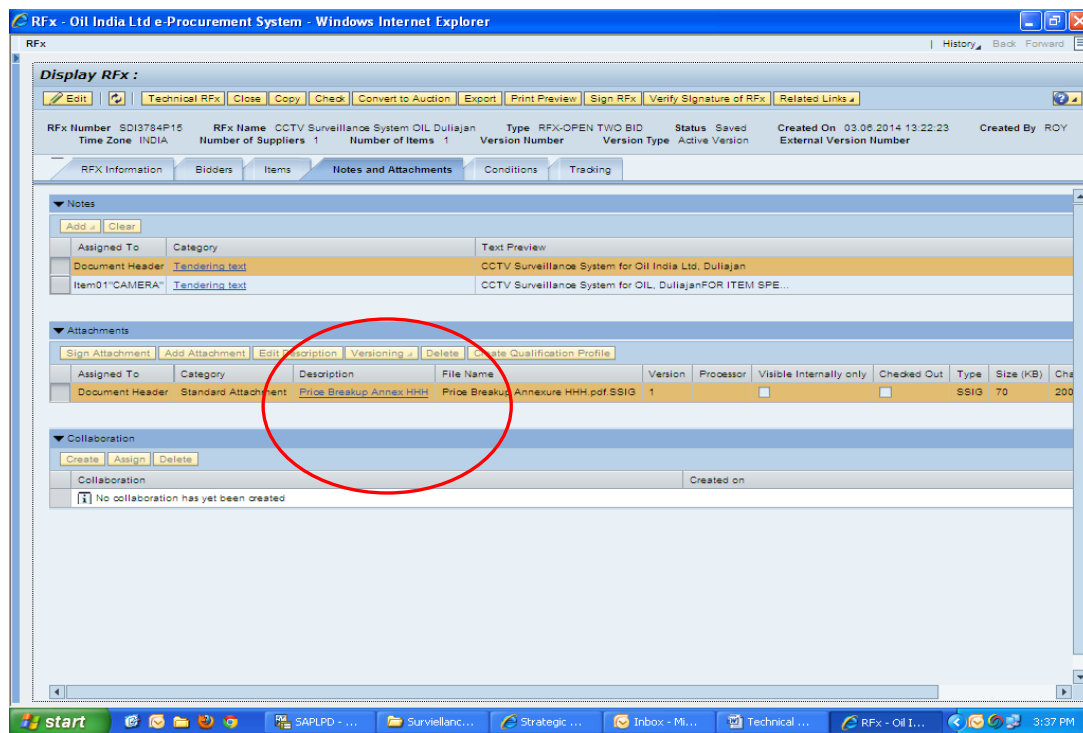
(iii) the names of OIL's current authorized transporters are:

- a) M/s Western Carriers (India) Ltd.
- b) M/s DARCL Logistics Limited

**Bidder's are requested to note the above delivery/collection instructions while submitting their offers.**

#### **15.0 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.**



Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective 12.0.2017)**" available in the login Page of the OIL's E-tender Portal.



**Oil India Limited e-Procurement**

User ID \*

Password \*

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Competability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

Click here for the New Manual & Instruction

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

**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)  
SR MANAGER MATERIALS (IP)  
FOR : DGM-MATERIALS**

**Tender No & Date: SDI6043P18 DT: 16.10.2017****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.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p>The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p><b>A) <u>TECHNICAL:</u></b></p> <p>1. Bidder should have experience of successfully executing <b>one similar order</b> for <b>atleast 94 nos. of Desktop PCs</b> during preceding 5 years, from the original Bid Closing Date.</p> <p><u>Definition of “Similar Order” is as follows:</u></p> <p><b>The Vendor must have experience of supply and delivery of Desktop PCs.</b></p> <p><u>Note:</u> Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as –</p> <ul style="list-style-type: none"><li>(i) Satisfactory Inspection Report (OR)</li><li>(ii) Satisfactory Supply Completion / Installation Report (OR)</li><li>(iii) Consignee Receipted Delivery Challans (OR)</li><li>(iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT/ GST (OR)</li><li>(v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</li></ul>	



2. Bid(s) not complying with Delivery, installation & commissioning, onsite support and penalty clauses will be rejected.

3. The Bidder has to be OEM /Authorized Dealer of OEM. Authorized dealers must submit Authorisation certificate (in original) from OEM, as per Annexure-I, attached here with. Bid(s) not accompanied with Authorization certificate (in original) from OEM will be rejected.

4. During the warranty period, bidder must depute the requisite no of service engineers at Duliajan exclusively against this order as mentioned in the Warranty Clause no 7. The bidders must state their agreement to this clause explicitly.

5. The Bidder must have office in Assam in its own name. This office will be the single point of contact for all warranty service related matters. Details of this local office(s) to be included along with the bid. Documentary evidence in this regard like VAT certificate of registration/Address Proof(electricity bill, telephone bill etc.), clearly stating the name of the company and the local address should be submitted along with the bid.

#### **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. 66.10 Lakhs**

b) Net Worth of the firm should be Positive for preceding financial / Accounting year (FY-16-17).

**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.

**OR**

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

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

### **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 3,50,000.00** 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 7 months from Bid closing date. (i.e. upto 07.07.2018).**

**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 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 below:

a) 1st Performance Security @ 10% of total cost of materials must 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 must be valid for 12 months from the date of commissioning plus 3(three) months or 18 months from the date of shipment/despatch plus 3(three) months whichever concludes earlier.

**Note:** Total quoted cost of "onsite support for 5 Years" should be at least 30% of the total cost of material. In case the bidder quotes total cost of "onsite support for 5 Years" less than 30% of the total cost of material then the bidder shall agree to submit performance security @ 10% of the total cost of material for 5 years from the date of successful commissioning plus 3(three) months. The performance security shall be released after successful completion of 5 years Warranty period.

b) 2nd Performance Security @ 10% of total cost of "Onsite Support for 5 years" must be submitted prior to expiry of the 1st Performance Security. The Performance Security must be valid for 5 years from the date of successful commissioning plus 3(three) months.

The Performance Security shall be in the following form :

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.

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

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

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

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

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

viii) **Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.**

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

**x). A bid shall be rejected straightway if it does not conform to any one of the following clauses:**

**(a) Validity of bid shorter than the validity indicated in the Tender.**

**(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.**

**(c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.**

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

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

**xi) Delivery: Delivery, installation and commissioning should be completed within 60 days of confirmed order.**

**NOTE: FOR CLAUSE NOS. C(ii) & C(iv) OF 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:**

1. The bids conforming to the technical specifications and considered to be responsive will be further evaluated as per the Bid evaluation criteria after

<p>subjecting to the Bid rejection criteria as given above.</p> <p>2. For evaluation of bids, the cost of the material including installation &amp; commissioning and onsite support charges shall be considered (in case the bidder quotes charges for installation &amp; commissioning separately).</p> <p>3. All the items shall be procured from same source.</p> <p><b>B) COMMERCIAL:</b></p> <p>i) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before 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. Duliajan-786602, Assam  
Fax No. 91-374-2800533, E-mail:material@oilindia.in

**ANNEXURE-IA****Tender No. : SDI6043P18****Tender Date : 16.10.2017**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>10</b> OC000095	<p><b><u>Desktop Computer Technical Specification</u></b></p> <ol style="list-style-type: none"> <li><u>Model</u> : Vendor must mention the make and model.</li> <li><u>Processor</u> <ol style="list-style-type: none"> <li>Minimum Intel® Core i7,3.6 GHz(Base Frequency) or higher, 8 MB Cache, 4 cores.</li> <li><u>Generation</u> : Generation of the processor must be 7th Generation or higher with specification as given in Point 2(a).</li> </ol> </li> <li><u>Chipset</u> : Intel Q Series Chipset Vpro Enabled(Q270)</li> <li><u>Memory</u> : Minimum 8-GB (2 X 4GB) DDR4 SDRAM 2400-MHz or higher</li> <li><u>Hard Disk Drive &amp; Controller</u> : Minimum 1 TB SATA 6 Gbps HDD, 7200rpm.</li> <li><u>Optical</u> : Minimum 8X CD DVD R Complete with driver software on CD media,standard accessories and cables.</li> <li><u>Ethernet</u> : Integrated 10/100/1000 Mbps Ethernet Controller and IPV6 compliant.</li> <li><u>Expansion Slots</u> : Min 2 nos of PCI series slots.</li> <li><u>Audio &amp; Sound</u> : Integrated HD audio controller with 1 set of external stereo speaker with minimum 2 watts(rms) output.</li> <li><u>I/O Interface</u> : <ol style="list-style-type: none"> <li><u>Front I/O Ports</u> : <ul style="list-style-type: none"> <li>Minimum 2 USB ports.</li> <li>Headphone and Microphone Jacks</li> </ul> </li> <li><u>Rear I/O Ports</u>: <ul style="list-style-type: none"> <li>1 x VGA (D-sub) video port/DVI Port/HDMI port</li> <li>Minimum 4 USB ports</li> <li>1 x Fast Serial Port</li> <li>1 x Gigabit Ethernet (RJ-45) port</li> <li>Headphone and Microphone Jacks</li> </ul> </li> </ol> <p><u>Note</u>: Out of the six USB ports, atleast one port must be USB 3.0 port.</p> </li> <li><u>System Chassis(Small form factor)</u> : Slim chassis with enough cooling fans, one free internal peripheral bay and suitable power supply with chassis volume 7-15 litres.</li> <li><u>Monitor</u> : OEM 21.5 diagonal viewable image size :21.5 diagonal Flat Panel LED Monitor (1920 x 1080 Resolution) with standard accessories and cables (same make &amp; color as CPU box) &amp; TCO certified and having</li> </ol>	11	NO

**ANNEXURE-IA****Tender No. : SDI6043P18****Tender Date : 16.10.2017**

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>height adjustable or tiltable arrangement .The video cable from the monitor to the computer should connect the units without using any separate adapter as converter.</p> <p>13. <u>Keyboard</u> : 104 Keys OEM keyboard(Same make &amp; color as CPU box).</p> <p>14. <u>Mouse</u> : OEM optical scroll mouse with mouse pad (Preferably same make &amp; color as CPU box).</p> <p>15. <u>Power</u> : Min 180 watts power supply with surge Supply protection and 85% efficiency or better, Energy Star 5.0 or higher compliant.</p> <p>16. <u>OS</u> : OEM factory pre-loaded Genuine Microsoft ® Windows 10 professional 64 bit OS or latest version with recovery CD/DVD and latest service pack in DVD/CD media &amp; documentation.</p> <p>17. <u>Power management &amp; DMI</u> : System with Power management features &amp; Desktop Management Interface implementation.</p> <p>18. <u>Others</u>:  a. Power Cables.  b. All system drivers, monitor drivers on DVD/CD media.  c. Power Extension spike guard with 4nos. of 5 Amps output Surge Protector - Make: Rider / Anchor / Crabtree.  d. Patch cord - Make: AMP/ AVAYA/ DLINK, 3 metre.</p>		
<b>20</b> 0C000095	Same as Item 10	14	NO
<b>30</b> 0C000095	Same as Item 10	9	NO
<b>40</b> 0C000095	Same as Item 10	2	NO
<b>50</b> 0C000095	Same as Item 10	2	NO
<b>60</b> 0C000095	Same as Item 10	14	NO
<b>70</b> 0C000095	Same as Item 10	5	NO
<b>80</b> 0C000095	Same as Item 10	6	NO
<b>90</b> 0C000095	Same as Item 10	6	NO
<b>100</b> 0C000095	Same as Item 10	5	NO
<b>110</b> 0C000095	Same as Item 10	10	NO

**ANNEXURE-IA****Tender No. : SDI6043P18****Tender Date : 16.10.2017**

Item No./ Mat. Code	Material Description	Quantity	UOM
<b>120</b> 0C000095	Same as Item 10	23	NO
<b>130</b> 0C000095	Same as Item 10	11	NO
<b>140</b> 0C000095	Same as Item 10	7	NO
<b>150</b> 0C000095	Same as Item 10	2	NO
<b>160</b> 0C000095	Same as Item 10	9	NO
<b>170</b> 0C000095	Same as Item 10	4	NO
<b>180</b> 0C000095	Same as Item 10	1	NO
<b>190</b> 0C000095	Same as Item 10	8	NO
<b>200</b> 0C000095	Same as Item 10	4	NO
<b>210</b> 0C000095	Same as Item 10	6	NO
<b>220</b> 0C000095	Same as Item 10	11	NO
<b>230</b> 0C000095	Same as Item 10	6	NO
<b>240</b> 0C000095	Same as Item 10	2	NO
<b>250</b> 0C000095	Same as Item 10	10	NO
	<b>Onsite Support for 5 Years</b>		
10	<b><u>Onsite Support for 5 years for 188 nos. of PCs</u></b>  <b><u>Warranty Service Terms</u></b>  1. Comprehensive on-site 5 years (Five Years) OEM warranty from the date of commissioning for 188 nos. of PCs.  2. The bidder has to place standby PCs(New) of the same make model & configuration (as specified in the order) at OIL's site during the warranty period. No. of standby PCs = 5 (Five) Nos.  The stock of standby PCs should be replenished within 20 days of use so that the stock level is maintained as given. IT Dept officials will check the stock every month.  3. The bidder has to compulsorily maintain a stock of the following items as per given quantities during the tenure of the warranty:  a) New OEM keyboard: 5 (five) nos. b) New OEM mouse: 5 (five) nos. c) Network NIC 10/100/1000 Mbps: 5 nos. d) New hard disk of same capacity and make as in original machine: 5 (five) nos. e) New SMPS : 5 (five) Nos. f) External CD DVD RW : 10 Nos.	1	AU



**ANNEXURE-IA**

**Tender No. : SDI6043P18**  
**Tender Date : 16.10.2017**

	<p>These items should be replenished within 20 days of use so that the stock level is maintained as given. IT Dept officials will check the stock every month.</p> <p>4. Preventive &amp; corrective maintenance of all hardware supplied including replacement of defective parts during warranty period, at no extra cost. This should also include the CMOS battery, if any.</p> <p>5. The defective parts under warranty should be first repaired / replaced and thereafter the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under warranty within the stipulated period will attract penalty, as mentioned in penalty clause.</p> <p>6. Bidder has to provide following services during warranty period:</p> <ul style="list-style-type: none"> <li>a) Installation/ re-installation and maintenance of MS Windows Operating System, MS Office products, SAP GUI, Anti-Virus &amp; certain custom client applications, whenever necessary. These software packages will be provided by OIL.</li> <li>b) Configuration of PC network during installation/ repair according to OIL's requirement.</li> <li>c) Installation and configuration of software drivers of OIL's existing peripherals like printers, scanners, etc. which are to be used with these new PCs.</li> <li>d) Joining the computers to OIL India's Active Directory system.</li> <li>e) Backup, formatting and restoration of systems, as and when required, ensuring no loss of data during the process.</li> <li>f) Restore PCs in case of malfunction and do re-installation of softwares.</li> <li>g) Repair or replacement of any accessories provided along with the PC.</li> </ul> <p>7. During the warranty period, bidder must depute 2 nos of service engineer at Duliajan exclusively against this order.</p> <p>8. The service engineers deputed for warranty services should report everyday at 07.00 AM at OIL, Duliajan. In case the service engineer is on leave, a replacement service engineer should be deputed within 24 hours, for providing the warranty services. If the engineer does not report for duty, penalty as mentioned in penalty clause B.1 will be levied and necessary action, as deemed fit, will be initiated by OIL.</p> <p>9. Bidder will have to arrange its own accommodation for its engineers at Duliajan.</p> <p>10. Bidder will have to arrange its own transport facility for the service engineers to attend warranty service calls, and for movement of spare parts. It may be noted that some of the PCs may be located at Moran, Digboi or Manabum (Arunachal Pradesh).</p> <p>11. Warranty covers free service and free spare parts, excluding the consumables.</p>		
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**Special Notes : Special Notes and Terms and Conditions****A. Delivery, Installation & Commissioning Terms:**

1. Delivery, installation and commissioning should be completed **within 60 days** of confirmed order.

**ANNEXURE-IA**

**Tender No. : SDI6043P18**  
**Tender Date : 16.10.2017**

**B. Penalty Terms:**

1. In case bidder fails to repair or replace a defective part(s) under warranty services mentioned in warranty service clause, within 48 hours from the time of reporting the breakdown, a penalty @ Rs.200 per day per PC will be levied. In case of absence of the engineer for more than 24 hours without replacement, a penalty of Rs. 500/- per engineer will be levied on per day basis. If for any reason, the bidder fails to provide services within seven successive days from the date of reporting, the period of warranty will be extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty, subject to a maximum of 15% of the total order value.

**C. Payment Terms:**

1. 70% of material cost after complete delivery
2. 30% of material cost after installation and commissioning and placement of standby computers and complete stock of spares as specified in this document along with back-to-back agreement with OEM for the 5 years (Five Years) OEM warranty from the date of commissioning.
3. Onsite support for 5 Years cost will be paid on half yearly basis.

**D. Confidentiality Agreement:**

1. OIL Confidentiality and **Non-Disclosure Agreement (NDA)** will be applicable.
2. The bidder must submit Non-Disclosure Agreement as per given format duly filled, signed & Sealed by the authorized signatory of the bidder.

**E. General Terms & Conditions:**

1. The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, as per **Annexure-II**, should be attached, stating that no duplicate/ second hand components/ parts/ assembly/ software shall be used, **failing which their offer shall be rejected.**
2. The Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, as per **Annexure-II**, must explicitly state that the OEM undertakes that in respect of licensed operating system, it shall be preloaded from the OEM factory premises.
3. The Bidder has to be OEM/Authorized Dealer of OEM. Authorized dealers must submit Authorization certificate (in original) from OEM, as per **Annexure-I**, attached herewith. Bid(s) not accompanied with Authorization certificate (in original) from OEM **will be rejected.**
4. The Authorization certificate **(Annexure-I)** and Undertaking of authenticity **(Annexure-II)** should be signed by a competent authority of the OEM who is having the Power of Attorney. A copy of the Power of Attorney should be submitted alongwith the tender.
5. **Bidder not complying with delivery, installation & commissioning, warranty, payment and penalty clauses, their offer will be rejected.**
6. Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.
7. The bidder must state the address of their nearest service centre.
8. At the time of delivery if the quoted model becomes obsolete, then bidder should replace it with latest model of same configuration or higher of the same make with the same quoted price

**ANNEXURE-IA**

**Tender No. : SDI6043P18**

**Tender Date : 16.10.2017**

and terms & conditions after approval from competent authority in OIL.

9. The bidder must submit duly filled Annexure-III and Annexure-IV.

10. **Total quoted cost of "onsite support for 5 Years" should be at least 30% of the total cost of material. In case the bidder quotes total cost of "onsite support for 5 Years" less than 30% of the total cost of material then the bidder shall agree to submit performance security @ 10% of the total cost of material for 5 years from the date of successful commissioning plus 3(three) months. The performance security shall be released after successful completion of 5 years Warranty period.**

11. The bidder has to give a **declaration** to submit **back-to-back agreement with OEM** for **the 5 years (Five Years) OEM warranty** from the date of commissioning along with the bid.

12. Bidder must submit back-to-back agreement with OEM for the 5 years (Five Years) OEM warranty from the date of commissioning before completion of Installation commissioning.

**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 **SDI6043P18** 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 Organization "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.

## **ANNEXURE- DDD**

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 cartelization 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.

(3) The Bidder/Contractor signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

**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 risibility 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.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

**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 Earnest Money Deposit / Bid Security.

(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 Security Deposit / Performance Bank Guarantee.

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 Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

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**

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. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
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



## **ANNEXURE- DDD**

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. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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**  
**SR MANAGER MATERIALS (IP)**

.....  
**For the Principal**

.....  
**For the Bidder/Contractor**

Witness 1: .....

Witness 2: .....

Place. DULIAJAN  
Date . 17.10.2017

**Annexure-I**

**Sample Format of authorisation letter from OEM**

(To be typed on the letterhead of the OEM)

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

Date \_\_\_\_\_

The DGM (Materials)

Oil India Limited,

Duliajan-786 602

Sir,

Sub: Authorisation Certificate

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

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

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**Annexure-II**

**Sample Format of undertaking of authenticity letter from OEM**

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

We also undertake that in respect of licensed operating system, it shall be preloaded from the OEM factory premises. 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, if applicable)

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Clause Number	Clause	Bidders Response (Complied/Not-Complied)	Bidder's Comment with the relevant details if applicable. Bidder to indicate Relevant Page No of the Bid / Brochure / Tech. Catalogue to support their remarks/ compliance
	<b>Special Notes and Terms and Conditions</b>		
<b>A.</b>	<b>Delivery, Installation &amp; Commissioning Terms</b>		
1.	Delivery, installation and commissioning should be completed within 60 days of confirmed order.		
<b>B.</b>	<b>Penalty Terms</b>		
1.	In case bidder fails to repair or replace a defective part(s) under warranty services mentioned in warranty service clause, within 48 hours from the time of reporting the breakdown, a penalty @ Rs.200 per day per PC will be levied. In case of absence of the engineer for more than 24 hours without replacement, a penalty of Rs. 500/- per engineer will be levied on per day basis. If for any reason, the bidder fails to provide services within seven successive days from the date of reporting, the period of warranty will be extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty, subject to a maximum of 15% of the total order value.		
<b>C.</b>	<b>Payment Terms</b>		
1.	70% of material cost after complete delivery		
2.	30% of material cost after installation and commissioning and placement of standby computers and complete stock of spares as specified in this document along with back-to-back agreement with OEM for the 5 years (Five Years) OEM warranty from the date of commissioning.		
3.	Onsite support for 5 Years cost will be paid on half yearly basis.		
<b>D.</b>	<b>Confidentiality Agreement</b>		
1.	OIL Confidentiality and Non-Disclosure Agreement(NDA) will be applicable.		
2.	The bidder must submit Non-Disclosure Agreement as per given format duly filled, signed & Sealed by the authorized signatory of the bidder.		
<b>E.</b>	<b>General Terms &amp; Conditions</b>		
1.	The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies, (in original), from OEM, as per Annexure-II, should be attached, stating that no duplicate/ second hand components/ parts/ assembly/ software shall be used, failing which, their offer shall be rejected.		
2.	The Undertaking of authenticity of IT Hardware/Software supplies, (in original), from OEM, as per Annexure-II, must explicitly state that the OEM undertakes that in respect of licensed operating system, it shall be preloaded from the OEM factory premises.		
3.	The Bidder has to be OEM/Authorized Dealer of OEM. Authorized dealers must submit Authorization certificate (in original) from OEM, as per Annexure-I, attached herewith. Bid(s) not accompanied with Authorization certificate (in original) from OEM will be rejected.		
4.	The Authorization certificate (Annexure-I) and Undertaking of authenticity (Annexure-II) should be signed by a competent authority of the OEM who is having the Power of Attorney. A copy of the Power of Attorney should be submitted alongwith the tender.		
5.	Bidder not complying with delivery, installation & commissioning, warranty, payment and penalty clauses, their offer will be rejected.		
6.	Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.		
7.	The bidder must state the address of their nearest service centre.		
8.	At the time of delivery if the quoted model becomes obsolete, then bidder should replace it with latest model of same configuration or higher of the same make with the same quoted price and terms & conditions after approval from competent authority in OIL.		
9.	The bidder must submit duly filled Annexure-III and Annexure-IV.		
10.	Total quoted cost of "onsite support for 5 Years" should be at least 30% of the total cost of material. In case the bidder quotes total cost of "onsite support for 5 Years" less than 30% of the total cost of material then the bidder shall agree to submit performance security @ 10% of the total cost of material for 5 years from the date of successful commissioning plus 3(three) months. The performance security shall be released after successful completion of 5 years Warranty period.		
11.	The bidder has to give a declaration to submit back-to-back agreement with OEM for the 5 years (Five Years) OEM warranty from the date of commissioning along with the bid.		
12.	Bidder must submit back-to-back agreement with OEM for the 5 years (Five Years) OEM warranty from the date of commissioning before completion of Installation commissioning.		

Clause Number	Clause	Bidders response (Complied/Not-Complied)	Bidders Comment with the relevant details if applicable. Bidder to indicate Relevant Page No of the Bid/ Brochure/ Tech. Catalogue to support their remarks/ compliance
<b>Bid Evaluation Criteria (BEC):</b>			
1.	The bids conforming to the technical specifications and considered to be responsive will be further evaluated as per the Bid evaluation criteria after subjecting to the Bid rejection criteria as given below.		
2.	For evaluation of bids, the cost of the material including installation & commissioning and onsite support charges shall be considered (in case the bidder quotes charges for installation & commissioning separately) .		
3.	All the items should be procured from same source.		
<b>Bid Rejection Criteria (BRC):</b>			
1.	<p>Bidder should have experience of successfully executing one similar order for atleast 94 nos. of Desktop PCs during preceding 5 years, from the original Bid Closing Date.</p> <p>Definition of "Similar Order" is as follows:</p> <p>The Vendor must have experience of supply and delivery of Desktop PCs.</p> <p>Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as –</p> <p>(i) Satisfactory Inspection Report (OR)</p> <p>(ii) Satisfactory Supply Completion / Installation Report (OR)</p> <p>(iii) Consignee Receipted Delivery Challans (OR)</p> <p>(iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT/ GST (OR)</p> <p>(v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.</p>		
2.	Bid(s) not complying with Delivery, installation & commissioning, onsite support and penalty clauses will be rejected.		
3.	<p>The Bidder has to be OEM /Authorized Dealer of OEM. Authorized dealers must submit Authorisation certificate (in original) from OEM, as per Annexure-I, attached here with.</p> <p>Bid(s) not accompanied with Authorization certificate (in original) from OEM will be rejected.</p>		
4.	During the warranty period, bidder must depute the requisite no of service engineers at Duliajan exclusively against this order as mentioned in the Warranty Clause no 7. The bidders must state their agreement to this clause explicitly.		
5.	The Bidder must have office in Assam in its own name. This office will be the single point of contact for all warranty service related matters. Details of this local office(s) to be included along with the bid. Documentary evidence in this regard like VAT certificate of registration/Address Proof (electricity bill, telephone bill etc.), clearly stating the name of the company and the local address should be submitted along with the bid.		

## **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: PALLAB BARMAN

Name:

Designation: DGM-IT(HOD)

Designation:

DGM - IT  
IT DEPARTMENT  
OIL INDIA LIMITED  
DULIAJAN - 783 502

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

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

NOTE: Please fill up the greyed cells only.

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

**Response Sheet****Annexure-FFF**

Tender No.
Bidders Name

**Bidders Response Sheet**

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.