

ANNEXURE-I**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
SDI5064P18	28.12.2017	PROCUREMENT OF STORAGE SHELVING SYSTEM-02 NOS
SDI5993P18	28.12.2017	PROCUREMENT OF VARIOUS GASES FOR GAS CHROMATOGRAPH
SDI6340P18	04.01.2018	PRINTERS –08 NOS
SDI6418P18	04.01.2018	DEGAUSSER - 2 NOS
SDI6421P18	04.01.2018	LASER SHAFT ALIGNMENT TOOL-1 NO
SDI6422P18	04.01.2018	AIR COMPRESSOR-1NO
SDI6429P18	04.01.2018	FEEDER PILLAR - 05 NOS
SDI6430P18	04.01.2018	SUPPLY, INSTALLATION AND COMMISSIONING OF PRE FABRICATED SUBSTATION –01 NO
SDI6432P18	04.01.2018	STORE ROOM - 12 NOS
SDI6433P18	04.01.2018	TANK RECTANGULAR – 07 NOS
SDI6449P18	21.12.2017	SUPPLY INSTALLATION AND COMMISSIONING OF SPARES, CONSUMABLES AND INSULATION (OF EXISTING DUCTS SYSTEM) OF THREE (3) NUMBERS 2 X 11 TR CAPACITY PACKAGE OF BLUE STAR MAKE AIR CONDITIONERS.
SSI5759P18	21.12.2017	SODIUM ACID PYROPHOSPHATE-15MT
SSI5760P18	21.12.2017	LINE PIPE-4000 M
SSI6111P18	21.12.2017	MS-BASE PLATE -200 NOS. (EXCLUSIVELY FROM MSEs)
SSI6173P18	21.12.2017	BATHROOM AND SANITARY FITTINGS-1040 NOS (EXCLUSIVELY FROM MSEs)



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. : SDI6418P18 dated 17.11.2017

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 DEGAUSSER (Qty. - 02 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 – IA**.
- 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.

12.0 Bidders are requested to refer to the enclosed **Annexure – BBB** for the Taxes and Duties clauses under GST regime.

13.0 While submitting the offers bidders are requested to refer to the enclosed **Annexure – BB (Price Bid Format and Evaluation Criteria)**.

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.

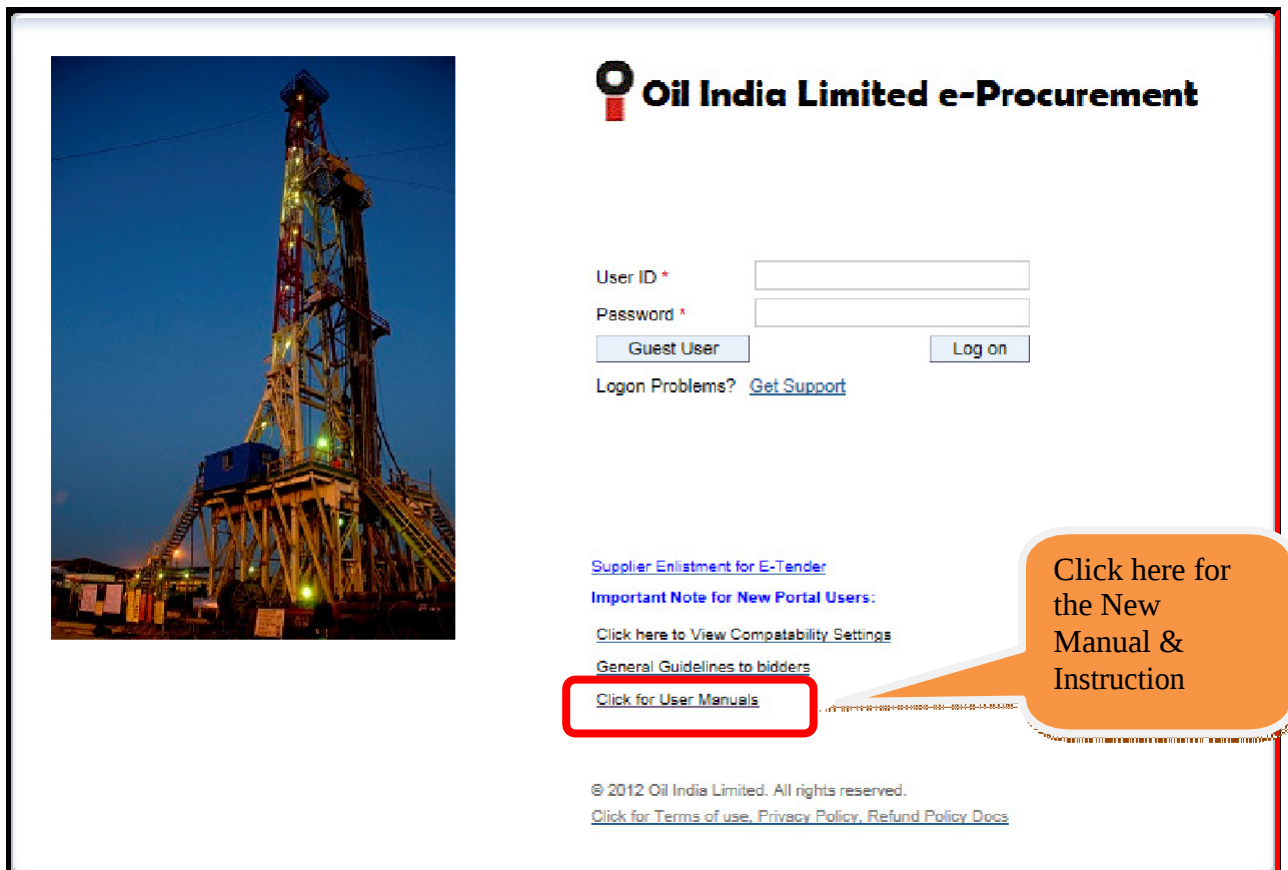
(ii) Consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.

(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.

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.



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

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

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[Click for User Manuals](#)

Click here for the New Manual & Instruction

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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 GM-MATERIALS**

Tender No & Date: SDI6418P18 dated 17.11.2017**BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)**

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

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

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
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: Bidder should have the experience of successfully executing at least 1(one) similar order amounting to Rs. 4.78 Lakhs in preceding 5(five) years as on the original Bid Closing Date. "Similar Order" means “order for supply of IT Hardware” Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Order along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT/GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above. 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. 4.78 Lakhs.	

b) Net Worth of the firm should be **Positive** for preceding financial / Accounting year. (FY=2016-2017)

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 90 days from the Bid Closing Date.

ii) Bid security:

The bid must be accompanied by Bid Security of **Rs. 22,500.00** 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 DGM-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 04.07.2018).**

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 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 as below:

a) 1st Performance Security @ 10% of PO value (towards cost of Degausser) 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 shall be valid for the entire period of Warranty of 1 year from the date of successful installation & commissioning plus 3(three) months.

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

The Performance Security shall be in the following form :

A Bank Guarantee in the prescribed OIL’s format.

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) 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.

x) Delivery:

1. Delivery should be completed within 30 days of confirmed order.

2. Installation and commissioning should be carried out within 15 days of delivery of equipment.

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. **The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.**

A) TECHNICAL:

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

B) COMMERCIAL:

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.

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: SDI6418P18 DT: 17.11.2017**

	Complied / Not Complied. (Remarks if any)
<u>Item No. 10: DEGAUSSER (Qty: 02 Nos.)</u> 1. Make & Model: Vendor must specify 2. Power Supply: 100-240VAC $\pm 5\%$, 50/60 Hz- Factory configurable 3. Power Consumption: During standby: 24W During charge: 156W (avg) At the time of erase: 60W 4. Magnetic Field: 0.84 Tesla (8,440 gauss) nominal 5. Certifications/Listings: CE • ANSI • FCC 6. Media: Hard drives: All type of Hard Drives Tape media: All Backup media tapes. 7. Compatible Operating System: Win 7,8, 8.1, 10 or higher. 8. Software: Suitable report generation facility should be available.	
<u>Item No. 20: Annual Maintenance Service (Qty: 01 AU) :</u> Annual Maintenance Service (AMS) for 4 years against item 10	

Special Terms And Conditions :**A. Delivery, Installation and Commissioning Clauses:**

1. Delivery should be completed within 60 days of confirmed order.
2. Installation and commissioning has to be carried out by an installation engineer at IT Department, Oil India Limited, Duliajan, Assam within 15 days of delivery of equipment.
3. The bidder has to make his/her own arrangements for transportation and accommodation of the installation engineer at Duliajan.
4. OIL will issue a commissioning certificate after successful installation and commissioning of the equipment and supply of all related deliverables. The warranty period will start from the date of issue of this certificate.
5. Address for delivery of equipment:

GM-MATERIALS,
 Materials Department
 Oil India Limited
 Duliajan: 786602, Assam, India

6. Installation and commissioning of the equipment shall be done at:

IT Department,
Oil India Limited, Duliajan
Assam: 786602

B. Payment Terms:

1. 70% after delivery of Degausser
2. 30% after successful installation and commissioning of Degausser
3. AMS charges will be paid half-yearly after completion of six (6) months. The successful bidder must submit appropriate invoices to DGM-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on half-yearly basis, clearly mentioning the OIL Purchase Order no. and period of billing.

C. Warranty Terms:

1. Preventive & corrective maintenance of all hardware supplied including replacement of defective parts during the **warranty period of one year** at no extra cost.
2. The defective parts under warranty should be first repaired / replaced at site and thereafter the defective items can be taken out of OIL's premises.
3. Bidder has to provide following services during warranty period:
Installation/ re-installation and maintenance of Degausser and its software
4. Bidder will have to arrange its own transportation and accommodation for the engineers attending the warranty service calls.

D. Annual Maintenance Service:

1. The Annual Maintenance Contract (AMS) shall start after successful completion of warranty period.
2. For any reason, if the warranty period is extended, AMS shall start after completion of the extended warranty period.
3. The **AMS** shall be for a **period of four (4) years**.
4. During the AMS period, any failed devices shall have to be repaired within 72 hrs. of reporting the failure.
5. During the AMS period, the engineer attending the call shall have to submit a call report to OIL. The report has to be duly signed by OIL's IT engineer and then only the call shall be considered attended.
6. In case of failure on the part of the successful bidder to rectify a reported problem within 72 hrs of reporting the problem, the tenure of the AMS may be extended on a pro-rata basis till rectification of fault, at no extra cost to OIL.
7. Cost of visits by bidder's personnel and accommodation facility for AMS-related work shall have to be borne by the successful bidder.

E. Clause common to both Warranty and Annual Maintenance Service:

There will be a single point of contact for reporting any problem related to the offered hardware. It should be possible to report problems over both phone and email. These details must be provided with the bid.

F. Penalty Terms:

1. If for any reason, the bidder fails to provide services within 72 hours from the date of reporting , a penalty of Rs. 200 per day will be levied until the problem is rectified.
2. The above penalty, is subject to a maximum of 15% of the total order value.

G. General Terms & Conditions:

1. **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 herewith).**
2. **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](#).**
3. **Bidder not complying with delivery, installation & commissioning, warranty, annual maintenance service, payment and penalty clauses, their offer will be [rejected](#).**
4. Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.
5. The bidder must state the address of their nearest service centre.
6. 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.
7. **Bidders should submit their bids explicitly mentioning compliance / non compliance / deviations to NIT Specifications of the Degausser as per [Annexure-III](#) and [Annexure-IV](#). The bidders must submit duly filled [Annexure-III](#) and [Annexure-IV](#) alongwith the bid. Bids not accompanied with duly filled Annexure-III or Annexure-IV will be summarily [rejected](#).**
8. **All items shall be procured from a single source. Evaluation of the bids shall be done accordingly. Hence, bidders must quote for all items of the tender failing which the offer shall be [rejected](#).**
9. **Confidentiality Agreement:** OIL Confidentiality and Non-Disclosure Agreement (NDA) will be applicable and bidder has to submit **Non-Disclosure Agreement** as per given format duly signed & Sealed by the authorized signatory of the bidder.
10. Bidder should submit the checklist as per format given below explicitly mentioning Yes/No against the items.

Checklist

<u>Details</u>	<u>Yes/ No.</u>
1. Whether NDA duly filled, signed and sealed by bidder submitted	
2. Whether Technical brochure/Product catalogue submitted.	
3. Whether Annexure - I submitted	
4. Whether Annexure - II submitted	
5. Whether documentary evidence clearly stating name of company and its address submitted.	
6. Whether the address of the nearest service centre is mentioned in the bid.	
7. Whether duly filled Compliance sheets Annexure-III and Annexure-IV submitted.	

Annexure-I

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, supply 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)

Annexure-II

Format of undertaking of authenticity 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: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No. _____ Dated _____.

With reference to the Degausser being quoted to you vide our quotation No. cited above, we hereby undertake that all the components/software provided shall be original and New from respective OEMs . No duplicate/ second hand components/software, are being used or shall be used.

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)

NOTE:

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

Clause Number	Clause	Vendors Response (Complied/Not-Complied)	Vendor's Comment with the relevant details if applicable
Special Notes and Terms and Conditions			
A.	Delivery, Installation & Commissioning Terms		
1.	Delivery should be completed within 60 days of confirmed order.		
2.	Installation and commissioning has to be carried out by an installation engineer at IT Department, Oil India Limited, Duliajan, Assam within 15 days of delivery of equipment.		
B.	Warranty Service Terms		
1.	Comprehensive on-site 1 year warranty or OEM warranty, whichever is longer, from the date of commissioning.		
2.	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.		
10.	Warranty covers free service and free spare parts.		
C.	Penalty Terms		
1.	If for any reason, the bidder fails to provide services within three successive days from the date of reporting, the period of warranty and AMS service 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.		
D.	Payment Terms		
1.	70% after delivery of Degausser		
2.	30% after installation and commissioning of Degausser		
3.	AMS charges will be paid half-yearly after completion of six (6) months. The successful bidder must submit appropriate invoices to DGM-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on half-yearly basis, clearly mentioning the OIL Purchase Order no. and period of billing		
E.	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.		
F.	General Terms & Conditions		
1.	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 herewith).		
2.	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.		
3.	Bidder not complying with delivery, installation & commissioning, warranty, annual maintenance service, payment and penalty clauses, their offer will be rejected.		
4.	Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.		
5.	The bidder must state the address of their nearest service centre.		

6.	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.		
7.	Bidders should submit their bids explicitly mentioning compliance / non compliance / deviations to NIT Specifications of the Degausser as per Annexure-III and Annexure-IV. The bidders must submit duly filled Annexure-III and Annexure-IV alongwith the bid. Bids not accompanied with duly filled Annexure-III or Annexure-IV will be summarily rejected.		
8.	All items shall be procured from a single source. Evaluation of the bids shall be done accordingly. Hence, bidders must quote for all items of the tender failing which the offer shall be rejected.		
9.	Confidentiality Agreement: OIL Confidentiality and Non-Disclosure Agreement (NDA) will be applicable and bidder has to submit Non-Disclosure Agreement as per given format duly signed & Sealed by the authorized signatory of the bidder.		

Clause Number	Clause	Vendors Response (Complied/Not-Complied)	Vendor's Comment with the relevant details if applicable
	Bid Evaluation Criteria (BEC): A) TECHNICAL		
i)	The bid will be evaluated strictly as per NIT specification, terms & conditions.		
	Bid Rejection Criteria (BRC): A) TECHNICAL		
	Bidder should have the experience of successfully executing at least 1(one) similar order amounting to Rs. 4.78 Lakhs in preceding 5(five) years as on the original Bid Closing Date. "Similar Order" means "order for supply of IT Hardware" Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Order along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT/GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.		

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

NOTE: Please fill up the greyed cells only.

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

Response Sheet**Annexure-FFF**

Tender No.
Bidders Name

Bidders Response Sheet

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

NOTE: Please fill up the greyed cells only.

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

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

Tender No. :.....
Name of Beneficiary :M/s.....
Vendor Code :.....
Address :.....
.....
Phone No. (Land Line) :.....
Mobile No. :.....
E-mail address :.....
Bank Account No. (Minimum
Eleven Digit No.) :.....
Bank Name :.....
Branch :.....
Complete Address of your
Bank :.....

IFSC Code of your Bank
a) RTGS :.....
b) NEFT :.....
PAN :.....
VAT Registration No. :.....
CST Registration No. :.....
Service Tax Registration No. :.....
Provident Fund Registration :.....

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

Office Seal

.....
Signature of Vendor

Counter Signed by Banker:
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

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