

OIL INDIA LIMITED
(A Government of India Enterprise)
P.O. Duliajan-786602, Assam, India
E-mail: material@oilindia.in

INVITATION FOR BID. LOCAL COMPETITIVE BID

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

E-Tender No	Bid Closing/Opening Date	Item Description
SDI7249P16	23.07.2015	Workstation Computer
SDI7245P16	23.07.2015	UPS

Tender fee (Non-refundable): Rs 1,000.00; Bid Closing/Opening Time: **(11 Hrs.) IST/(14 Hrs.) IST**; Period of sale of documents: **Till one week prior to bid closing date**. The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal <https://etender.srm.oilindia.in/irj/portal> as well as OIL's website www.oil-india.com.

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: tuhin_roy@oilindia.in ; erp_mm@oilindia.in

FORWARDING LETTER

Tender No. : SDI7245P16 dated 21.05.2015

Tender Fee : Rs 1,000.00

Bid Security Amount : Rs 26,000.00

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 **UPS** 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) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.
- b) Technical specifications and Quantity as per **Annexure – 1A**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- e) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL’s website (www.oil-india.com) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued

in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

- f) 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).
- g) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical RFX** Response.

Special Note:

1.0 General Qualification Criteria:

In addition to the general BRC/BEC, following criteria on Bidders' Experience and their financial capabilities shall be considered (**Documentary evidence to be provided along with the bid in Technical RFx -> External Area -> Tender Documents**) as on the Bid Closing Date:

Criteria	Complied / Not Complied. Documentary evidence submitted / not submitted
Annual financial turnover of the firm in any of the last 3 financial years or current financial year should not be less than Rs 26.00 Lakhs.	

Note: For Annual financial turnover enclose the audited Annual Reports or balance sheet certified by a chartered accountant.

2.0 Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto one week prior to Bid Closing date (or as amended in e-portal). The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ..." for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com.

NOTE:

a) Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).

b) PSUs and SSI units are provided tender documents Free of Cost (as per govt guidelines), however they have to apply to OIL's designated office to issue the tender documents before the last date of sale of tender document mentioned in the tender.

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 **Head 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 triplicate.

4.0 Benefits to Micro & Small Enterprises (MSEs) as per prevailing Govt guidelines as applicable on B.C date shall be given. MSEs who are interested in availing the benefits will upload with their offer proof of their being MSE registered for the item tendered. The MSE are also required to upload scanned copies of relevant documents indicating details of registration alongwith validity, name of the registering organization and details of the item, ownership etc., failing which, their offer may not be liable for consideration of benefits to MSEs.

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 (LCB 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.

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-

(T. ROY)

**DEPUTY MANAGER MATERIALS (IP)
FOR HEAD-MATERIALS**

Tender No & Date: SDI7245P16 dated 21.05.2015**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 LCB Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
<p>1.0 BID REJECTION CRITERIA (BRC):</p> <p>A) TECHNICAL:</p> <p>The bid shall conform generally to the 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) COMMERCIAL:</p> <p>i). Validity of the bid shall be minimum 120 days from the Bid Closing Date.</p> <p>ii). Bid security: The bid must be accompanied by Bid Security of Rs 26,000.00 in OIL's prescribed format as Bank Guarantee or a Bank Draft/Cashier cheque 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 10 months from Bid closing date. (i.e. upto 23.05.2016).</p> <p>Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.</p> <p><u>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</u></p>	

without any further consideration.

For exemption for submission of Bid Security, please refer Clause No. 8.8 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB 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.

In case of extension of Bid Closing date against the tender where a bidder has already submitted his bid with requisite bid security validity within the original B.C. Date, such bidders will extend validity of bid security covering the extended period of the bid closing date.

iii). Performance Security:

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

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

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.

For exemption for submission of Performance Security, please refer Clause No. 9.12 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.

iv). *The Bank Guarantee should be allowed to be encashed at all branches within India.*

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.

<p>vii). All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (<i>e-commerce application</i>) 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.</p> <p>viii). Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.</p> <p>ix). A bid shall be rejected straightway if it does not conform to any one of the following clauses:</p> <p>(a) Validity of bid shorter than the validity indicated in the Tender.</p> <p>(b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.</p> <p>(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.</p> <p>(d) Average Annual Turnover of a bidder lower than the average Annual turnover mentioned in the Tender.</p> <p>2.0 <u>BID EVALUATION CRITERIA (BEC)</u></p> <p>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.</p> <p>COMMERCIAL:</p> <p>i). To evaluate the inter-se-ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.</p> <p>ii). 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 NIT 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

Tender No. & Date : SDI7245P16/P4 21.05.2015

Tender Fee : INR 1,000.00
Bid Security Amount : INR 26,000.00

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 23.07.2015 at 13:00 hrs. (IST)
Bid Opening On : 23.07.2015 at 13:00 hrs. (IST)

Performance Guarantee : Applicable

OIL INDIA LIMITED invites Press tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 0C000627	<p>TECHNICAL SPECIFICATION</p> <p>Supply, installation, testing and commissioning of 2 Nos. True On-Line Double Conversion type UPS system each of 60 KVA capacity connected in (N+1) parallel redundant mode with capability to connect 2 more UPS of same capacity in parallel. The UPS having inverters with latest IGBT based, inbuilt output Isolation Transformer for galvanic Isolation between Input & Output and along with in-built 100% rated static bypass and 100% rated maintenance bypass.</p> <p>1. Rated Output: 60 KVA with minimum 0.8 output power factor</p> <p>2. INPUT</p> <p>A. Input: 380/400/415 V AC, 3 phase, 4 wire</p> <p>B. Input Voltage Tolerance: +10 % to -10%</p> <p>C. Input Frequency: 50 Hz, +/- 5%</p> <p>D. Rectifier Type: Three Phase, fully controlled Bridge Rectifier-cum-charger. Rectifier should be rated at least 135% of UPS Wattage Rating.</p> <p>E. Configuration: 2 X 100% Parallel Redundant, both UPS should be able to run satisfactorily with separate battery bank without shorting the DC bus.</p> <p>F. Scalability: Parallel N+1 configuration upto 4 modules paralleling.</p> <p>G. Type of Control: Digital</p> <p>H. Transient Voltage Surge Suppressor: as per IEEE C62.41 and C62.45 should be provided at the Input of each UPS Module.</p> <p>I. Connection Type: Parallel</p> <p>J. Surge Current Capacity: 100KA</p> <p>K. Fault Current Rating: 140 kA IC</p> <p>L. Protection mode: All 10 modes viz, L-L, L-N, L-G and N-G</p> <p>M. Operating Frequency: Range 47 - 63 Hz</p> <p>N. Capacity: Continuous</p> <p>O. EMI/RFI Attenuation: 40 dB typical</p> <p>P. Response Time: < 0.5 nanosecond</p> <p>3. Environmental Conditions</p> <p>A. Operating temperature: 0 - 40 deg.C.</p>	1	NO

Tender No. & Date : SDI7245P16/P4

21.05.2015

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>4. OUTPUT RATING</p> <p>A. Output - V ac: 380/400/415 V AC, 3 Phase, 4 wire (3 PH+ 1 N) settable</p> <p>B. The UPS system should be compatible for 0.7 lagging to unity PF loads without deration.</p> <p>C. Output Frequency: 50 Hz +/- 0.5 Hz</p> <p>D. Overload at 0.8 pf (or above): 110% for 1hr, 125% for 10 min, 150% for 1min.</p> <p>E. Recovery time (to within 1% nominal) : < 20 msec</p> <p>F. Rate of change of frequency - Hz/sec: 0.1.</p> <p>G. Output voltage distortion - %: linear load 2%; non-linear load 5%</p> <p>H. Transfer & retransfer time from UPS to bypass and bypass to UPS in sync: 0 msec</p> <p>I. Transfer time from UPS to bypass in un-sync: < 20 msec</p> <p>5. INTERMEDIATE DC CIRCUIT</p> <p>A. DC voltage stability: 1%</p> <p>B. Residual alternating voltage: 2% with Battery disconnected</p> <p>C. Battery Isolation: Semiconductor Fuse in each UPS and Battery MCCB having lthermal, l magnetic and Under voltage release trips so that the MCCB can be remotely tripped by pressing the Emergency Stop Push-button on UPS Front Panel.</p> <p>D. Battery backup time: 30 min at 100% Load for each bank (total 60 Mins).</p> <p>E. End Cell Voltage: 1.75V/cell.</p> <p>F. Battery rating (in Ah): to be specified by bidder.</p> <p>G. No. of batteries per bank: to be specified by bidder</p> <p>H. Battery AH calculation as per IEEE to be submitted alongwith the bid.</p> <p>I. Battery Type: SMF.</p> <p>J. Battery Make: Exide/ Rocket / Amara Raja</p> <p>K. Advance Battery Management: In-built battery management features, well integrated with the main UPS controller and the Synoptic LCD Panel.</p> <p>L. Static Switches: Each UPS Module should consist of two (2) static switches one at Inverter path and the other at Static Bypass path. They should be rated for withstanding 100% load continuously. Bypass path Static Switch should be rated for withstanding short-term overload of 1000% for 10 millisec.</p> <p>M. Maintenance Bypass: Each UPS Module should have 100% rated maintenance bypass path in addition to the static bypass lines. It should be possible to transfer the loads from Inverter to maintenance bypass line systematically, without any break in supply. Under normal running of UPS, 4 wire output shall be taken from output of isolation transformer, but during maintenance when the UPS is off the maintenance bypass switch shall be so connected as to provide neutral for output loads from neutral of input power supply.</p> <p>N. Product Brochures: Original product brochure of the proposed system should be submitted along with. This will be required to verify technical conformity as required.</p> <p>O. Certification: ISO 9001 & ISO 14001 certified. Documentary evidence to be submitted alongwith the bid.</p> <p>6. Remote Alarm Monitoring System and PFC contact for Mains or Rectifier Failure, Battery Low pre-alarm, Load on Bypass, Load on Maintenance Bypass and Load on Inverter.</p>		

Tender No. & Date : SDI7245P16/P4

21.05.2015

Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>7. Input - Output - Battery cables: Supplier shall have to supply all cables related to commissioning of the 2 Nos. UPS system with suitably rated Nyvin copper cables as per site requirement. Supplier shall have to submit the details along with the bill of materials.</p> <p>Distance from UPS to MCC, output panel- 10 Mtrs. (approx) Distance from UPS to battery room - 40 Mtrs. (approx) Battery inter cell connectors should be suitably rated Nyvin copper cables</p> <p>8. UPS input side shall have one 4 pole MCCB as incomer and have proper spreader links for termination of incomer cable(4x 50 sqmm, copper/ aluminium conductor cable to be supplied by OIL). Party shall provide terminal lugs and terminate this cable at input terminals of MCCB of UPS.</p> <p>9. Output side of UPS shall have 4 pole MCCB with spreader links for proper termination. OIL shall provide output cable but party shall terminate this cable at UPS end using suitable terminal lugs.</p> <p>10. Party shall provide and terminate power and earthing cables required for battery bank.</p> <p>11. Battery Rack: MS Folding type.</p> <p>12. The location of the UPS will be 2nd floor of R&D Building. The location of the battery bank will be battery room at 3rd floor of the R&D Building. It will be the responsibility of the party to lift and place the UPS and all battery bank components & rack to these locations and complete the Instl. & Comm. thereof. It will be under the scope of the party to supply and lay necessary and appropriate conduit as per site condition for the cables connecting the UPS located at 2nd floor R&D building to the battery bank located at battery room at 3rd floor of R&D building including necessary civil work.</p> <p>13. GA diagram, single line diagram and power circuit diagram to be provided along with the bid.</p> <p>14. UPS should be floor mounted and front access only</p>		
	Installation & Commissioning		
10	Installation & Commissioning	1	AU
	Annual Maintenance Contract		
10	<p>Annual Maintenance Contract</p> <p>Annual Maintenance Contract (AMC) Terms</p> <p>1. Comprehensive on-site maintenance including replacement of spares for a period of 4 years after expiry of Warranty.</p> <p>2. Preventive & corrective maintenance of all hardware supplied and replacement of defective parts, during AMC period, at no extra cost. During AMC period new batteries against defective batteries will be provided by OIL. However removal of defective batteries and installation of the new batteries in</p>	1	AU

<p>the battery bank has to be done by the bidder.</p> <p>3. The defective parts under AMC 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 AMC within the stipulated period, will attract penalty, as mentioned in penalty clause.</p> <p>4. All visits (including transport to and from Duliajan and accommodation at Duliajan) by bidder's personnel for AMC related work shall have to be borne by the successful bidder.</p> <p>5. The charges for Annual Maintenance Contract (AMC) should be quoted on yearly basis and four years AMC charges in total will be considered for commercial evaluation. However, if it is found that the AMC charges are quoted unrealistically / unreasonably low in comparison to the equipment cost, vendor will be required to furnish detailed support plan and methodology to maintain the system as per this tender requirement. In case, the support plan and methodology is found unacceptable then OIL will inevitably be compelled to exercise alternative options by readjusting the AMC charges from the total quoted bid, at its own discretion.</p> <p>6. Payment against AMC will be made on half-yearly basis, after successful completion of the period.</p> <p>7. Periodic maintenance of all hardware supplied should be done on half-yearly basis.</p>		
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Special Notes : A. Delivery, Installation & Commissioning Terms

Delivery, installation and commissioning should be completed within 90 days of confirmed order.

B. Warranty Service Terms

1. Comprehensive on-site warranty for a period of 1 year from the date of successful commissioning.
2. Preventive & corrective maintenance of all hardware supplied including replacement of defective parts and batteries during warranty period, at no extra cost.
3. The defective parts under warranty should be first repaired/ replaced and thereafter the defective item 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.
4. All visits (including transport to and from Duliajan and accommodation at Duliajan) by bidder's personnel for warranty related work shall have to be borne by the successful bidder.

C. Penalty Terms

During warranty period:

In case bidder fails to repair or replace a defective part(s) under warranty services mentioned in warranty clause, within 72 hours, from the time of reporting the breakdown, then the period of warranty will be extended by that number(s) of days, at no extra cost.

During AMC period:

Tender No. & Date : SDI7245P16/P4**21.05.2015**

In case bidder fails to repair or replace a defective part(s) under AMC mentioned in AMC services clause, within 72 hours, from the time of reporting the breakdown, a penalty @ Rs.500/- per day will be levied subject to a maximum of 10% of the AMC value.

D. Other Terms and Conditions

1. The Bidder has to be OEM/Joint Venture of OEM/Subsidiary of OEM/Authorized Dealer of OEM. The bidder shall submit declaration certificate (in original) from OEM, as per Annexure-A, attached herewith, stating that the OEM will provide support directly during the warranty and AMC period including replacement of spares and that the essential spares of the quoted model will be available in the market for a minimum period of 5 years from the date of bid closing.
2. Documentary evidence of executing at least one order in supplying, installation & commissioning and after sales support of UPS which is 30 KVA or above in the last five years has to be provided. Detailed PO along with certificates of payment received or Completion certificate showing successful installation / commissioning for the same must be submitted.
3. OEM must have service & support office in Assam in its own name for UPS systems of 60 KVA or above. This office shall be the single point of contact for all warranty and AMC service related matters. Details of 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 their address should be submitted alongwith the bid.
4. Bidder not complying with Delivery, installation & commissioning, warranty, AMC clauses, penalty and Other Terms & Conditions will be rejected
5. For evaluation of bids, the cost of the material including installation & commissioning, warranty (if quoted extra) & 4 year AMC charges are to be considered together.
6. Knowledge sharing for day-to-day operations of the UPS should be imparted to OIL personnel at the time of Installation & Commissioning.
7. Installation, Configuration manuals should be provided.
8. The UPS shall be supplied in the factory sealed OEM packing only.
9. Bidder must submit Printed Technical Brochure / Product Catalogues for the make/model offered.

Annexure-A

Sample authorization letter from OEM
(To be typed on the letterhead of the OEM)

Ref. No _____

Date _____

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

Tender No. & Date : SDI7245P16/P4

21.05.2015

Sir,

Sub: Declaration from OEM

Ref: Your tender enquiry No._____ Dated _____.

A. We will provide onsite warranty support and AMC support, including replacement of spares, for the product quoted against above tender as per tender terms and conditions.

B. We hereby confirm that quoted model is not obsolete or near obsolescence and the essential spares and parts of the quoted model will be available in the market for a minimum period of 5 years from the date of Bid Closing.

C. We hereby authorize M/s_____ to quote for the above tender, on our behalf.

Note :(Clause C. to be incorporated in this certificate for only those bidders who are not themselves the OEM.)

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

NON-DISCLOSURE AGREEMENT

BETWEEN

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

AND

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

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

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

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

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

ARTICLE 1. DEFINITION

For the purpose of this Agreement,

ARTICLE-1: CONFIDENTIAL INFORMATION

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

ARTICLE 2. CONFIDENTIALITY

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

The Receiving Party agrees in particular:

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

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

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

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

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

ARTICLE 3. EXCEPTIONS

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

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

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

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

ARTICLE 4. RETURN OF DOCUMENTS

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

ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS

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

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

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

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

ARTICLE 6. NO WAIVER OF RIGHT ON DELAY

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

ARTICLE 7. APPLICABLE LAW – JURISDICTION

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

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

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

ARTICLE 8. DURATION

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

ARTICLE 9. COMPLETE AGREEMENT

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

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

ARTICLE 10. PUBLICATIONS

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

ARTICLE 11. REMEDIES

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

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

Made on _____, at _____(Place)

On behalf of OIL

On behalf of _____

Signature : _____

Signature : _____

Name:

Name:

Designation:

Designation:

Bidders Response Sheet**Annexure-FFF**

Tender No.	
Bidders Name	

Sl No.	Description	Remarks
1	Name of Bidder	
2	Whether tender document purchased from OIL's offices.	
3	Place of Despatch	
4	Whether Freight charges have been included in your quoted prices	
5	Whether Insurance charges have been included in your quoted prices	
6	Make of quoted Product	
7	Offered Validity of Bid as per NIT	
8	Delivery Period in weeks from placement of order	
9	Complied to Standard Payment Terms of OIL or not.	
10	Bid Security Submitted (if applicable)	
11	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
	c) Name and Full Address of Issuing Bank:	
12	Confirm that the Bid Security submitted (In case of Bank Guarantee) is in toto as per format provided in the tender.	
13	Bid Security if Not submitted reasons thereof	
14	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
15	Integrity Pact Submitted (if applicable)	
16	Confirm that the Integrity Pact submitted is in toto as per format provided in the tender.	
17	Whether submitted documents in support of General Qualification criteria of NIT	
18	If bidder is Small scale unit whether you have quoted your own product	
19	If bidder is Small scale unit whether you are eligible for purchase preference (as per Govt guideliness)	
20	Whether filled up the bank details for online payment as per Annexure GGG	

NOTE: Please fill up the greyed cells only.

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	Bidder to confirm that he has not taken any exception/deviations to the bid document .		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?		
4	Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format been filled in by the bidders for the items quoted by them.		
7	Confirm that the the price bid is in conformity with OIL's online bidding format ?		
8	Confirm that the Bid comply with all the terms & conditions ?		
9	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
10	CONFIRM THAT YOU HAVE SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT (Wherever Applicable)		
11	CONFIRM THAT YOU HAVE SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU (Wherever Applicable)		
12	CONFIRM THAT YOU HAVE SUBMITTED DOCUMENTS AS PER GENERAL QUALIFICATION CRITERIA		

NOTE: Please fill up the greyed cells only.

**(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.