

FORWARDING LETTER

SUBJECT: TENDER NO. SDI7731P22 FOR ON-PREMISE PRIVATE CLOUD ENHANCEMENT

Dear Sirs,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.
- 2.0 In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced manufacturers through OIL’s e-procurement site for subject mentioned item. One complete set of Bid Document for above is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the Tender are highlighted below:

E-Tender No	:	SDI7731P22/03 DATED 28.07.2021
Type of Bidding	:	SINGLE STAGE TWO BID SYSTEM
Tender Fee	:	NOT APPLICABLE
Bid Closing Date & Time	:	02.09.2020; 11:00 HRS.
Technical Bid Opening Date & Time	:	02.09.2020; 14:00 HRS.
Price Bid Opening Date & Time	:	To be decided later and shall be intimated separately to the technically qualifying bidders.
Bid Security Amount	:	Not applicable (Bid Security Declaration to be submitted)
Bid Security Validity	:	Not applicable
Bid Submission Mode	:	Bids must be uploaded online in OIL’s E-procurement portal
Bid Opening Place	:	Office of Head-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Pre-bid Conference	:	Not Applicable
Bid Validity	:	Bid should be valid for minimum 120 days from actual bid closing date.
Performance Guarantee	:	Applicable @ 3% of Order value
Integrity Pact	:	To be submitted as per attached format
MSE Purchase Preference	:	Applicable

PPLC Purchase Preference	:	Applicable, as issued by Ministry of Petroleum & Natural Gas, Government of India vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 shall be applicable As per the policy, the bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered items to be eligible to bid against this tender.
Document Verification	:	Applicable (Detailed in clause 4.0 of CC: General Notes to Bidders of Annexure – A)
Contact Details	:	AMRIT L BORA, SENIOR MANAGER MATERIALS E-MAIL: amritl_bora@oilindia.in PHN: 0374-2808720
E-Tender technical Support	:	TEL: 0374- 2804903, 2807171, 2807192, E-MAIL: ERP_MM@OILINDIA.IN
Bids to be addressed to	:	Head-Materials, Materials Department, Oil India Limited, Duliajan -786602, Assam, India.
Queries/Clarifications on the Tender	:	To submit through e-mail addressed to amritl_bora@oilindia.in

LIST OF ANNEXURES APPLICABLE

Heading	Particulars
MM/LOCAL/E-01/2005	: Standard terms & conditions applicable to the tender
Annexure-A	: Item Details, Special & General Notes to Bidders
Annexure-B	: Bid Evaluation Criteria / Bid Rejection Criteria
Annexure-C	: Commercial Checklist
Annexure-D	: Service Standard Terms & Conditions (applicable for On-site services)
Annexure-E	: Price bid format
Annexure-SLA	: Details of SLAs
Annexure-I	: Sample Format of authorization letter from OEM
Annexure-II	: Sample undertaking of authenticity letter from Bidder
Annexure-III	: Sample Format for Cloud platform OEM
Annexure IV	: Bidder's Response Sheet
Annexure-V	: Existing VCF Infrastructure
Annexure-VI	: Existing SAN storage architecture
Appendix-1	: Restrictions on procurement from a bidder of a country which shares a land border with India
Proforma-1	: Format for Undertaking towards compliance of office memorandum F. No. 6/18/2019-PPD
Proforma-2	: Format of undertaking by Bidders towards submission of authentic information/documents
Proforma-3	: Integrity pact
Proforma-4	: Declaration for bid security
Proforma-5	: Performance security form
Proforma-6	: Format for certificate of compliance of financial criteria
Proforma-7	: Certificate of annual turnover & net worth
Others	: Any other document uploaded in e-tender portal against this tender

3.0 OIL now looks forward to your active participation in the Tender.

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

sd/-
(Amrit Loushon Bora)
Sr. Manager Materials(FD)
For CGM Materials (HoD)
For Resident Chief Executive

AA: ITEM DETAILS & QUANTITY OF ITEMS:

SL NO.	ITEM DESCRIPTION	QTY
10	<p>Rack servers</p> <ol style="list-style-type: none">1. Make & Model: Vendor must mention unique make and model of the quoted product.2. Processor:<ol style="list-style-type: none">a. Minimum 2 X Intel Xeon Gold 6000 Series with cascade lake architecture, 18 Cores per CPU, 2.3 GHz (Base Frequency) or higher, 20 MB Cache or higher.b. Generation: Generation of the processor must be latest with specification as given in Point 2(a).c. EVC Compatible with existing processor (Intel(R) Xeon(R) Gold 6240 CPU @ 2.60 GHz).3. Memory: Minimum 512 GB DDR4 (or higher) per server using minimum 64GB R-DIMM memory modules.4. Disk Drive: Minimum 6 X 1.92TB SSD.5. Disk Cache: Minimum 2 x internal 960 GB SSD SATA Write Intensive.6. Controller: Minimum 12Gbps SAS controller7. Storage Boot: Minimum 2 X 32 GB SATA-DOM per server8. Network Adapter : Minimum 2 X dual port 10 Gbps SFP+ or 4 X 10GbE SFP+ NIC; Minimum of 1 X 1Gbps NIC. Each server must connect via two links to each of the TOR switch (which must be participating as leaf switch in OIL's VXLAN overlay network). All these four links on each server must be aggregated using MC-LAG or equivalent technology. Network Adapter must be IPV6 compliant. All ports must be fully populated. Required SFP+ transceivers, Fibre patch cords etc. must be included for connection to the ToR switches.9. HBA: 1 X Dual port 16 Gbps FC HBA card.10. Form Factor: Maximum 2U Rack Mount Server.11. Power Supply: Redundant hot-swappable and cooling of adequate sizing to meet optimal peak performance requirement of the designed solution.12. Compatibility : The servers must be VMWare VSAN Certified and Ready. Supports mainstream operating systems such as Windows, SuSE Linux, Redhat Linux and virtualisation solutions offered by companies such as VMWare. The quoted model may be customized as per solution needs. The quoted solution must be certified/validated by VMWare and must be compatible with latest version of VMWare VCF.13. System Management: OEM system management software (Enterprise Version or Version with highest level of support) with full features. Support independent remote management through graphical user interfaces. Users can access the server remotely and take full control. The remote management should be independent of server OS. The System Management Software should be included with appropriate licences to integrate with the vCenter for Single Pane of Glass Management.14. Others:<ol style="list-style-type: none">a. Power Cables.b. All system drivers on Electronic media.15. Warranty: Comprehensive 05 (five) years OEM warranty from the date of commissioning with highest level of support available with the OEM.	2 Nos.

20	<ol style="list-style-type: none"> 1. VMWare Cloud Foundation 4.0 Advanced or latest which includes Vsphere Ent+,vSAN Advanced, NSX Advanced, vRealize Suite Enterprise, vRealize Network Insight Advanced and SDDC Manager. 2. Licence to cover of the following: VMWare Cloud Foundation Advanced : 2 Nos. for each rack server. VMware Production support & subscription: 5 years from the date of commissioning. 3. The cloud solution support container format such as Docker for development of container-based applications. 4. Licences should be perpetual. The licences should not be tied to the hardware. It should be possible to deploy the licences in a different hardware after the validity of the former hardware has expired. 5. All licences and subscriptions should be associated with OIL's ID "vmware_licences@oilindia.in" 	4 Nos.
30	<p>SAN Storage</p> <ol style="list-style-type: none"> 1. Make & Model: Vendor must mention unique make and model of the quoted product. 2. Form Factor: 19-inch Horizontal rack mountable, 8RU maximum. 3. Disk type: The proposed storage should be All Flash Array (AFA). The proposed AFA should be a total all flash solution and NOT a hybrid storage array/system/solution. AFA must not be simply an existing HDD array technology outfitted with solid-state drives (SSDs). 4. Power supplies and FAN: Dual redundant. 5. Data Availability: The proposed storage should have minimum 99.999% data availability guaranteed architecture and overall uptime of 99.999%. 6. Controllers and Architecture: <ol style="list-style-type: none"> a. The proposed storage should be equipped with dual active-active controllers with No Single Point of Failure. b. The storage architecture must support required performance and capacity scalability as a single system. Clustered/virtualised Dual controller systems will not be considered. c. Offered storage array shall have native virtualization support so that RAID can be carved out from a logical space instead of dedicating separate physical disks for each application. 7. Cache and CPU Processing Power: <ol style="list-style-type: none"> a. Offered storage must have minimum 256 GB Cache on each controller. b. The cache should be capable of mirroring all writes and keeping a single cached copy of read data. c. Offered storage must be based on latest generation CPUs, dual socket and must be supplied with at-least 16 numbers of CPU cores. 8. Operating System & Clustering Support: <ol style="list-style-type: none"> a. The storage should support multiple operating systems such as Windows and Linux. b. The storage should support clustering solutions such as Microsoft cluster, MS SQL cluster, VMware cluster, Linux cluster. c. Any software and licenses required to connect to these OS should be supplied with the AFA. 9. Capacity, Scalability and Performance: <ol style="list-style-type: none"> a. Offered Array must have minimum of 500 TB usable capacity and configured in RAID 6 with dual parity from day 1. b. Offered Array must support RAID 0, 1, 5, 6, and 10 c. Offered storage must support minimum 200,000 IOPs with Read : Write ratio of 60:40 and 8K block size. Cache must be adaptive for allocation of read and write I/O depending on the application demand. d. Offered storage should be scalable to minimum 2 PB usable with the same set of controllers at same RAID. 10. Host Ports and Back-end Ports: <ol style="list-style-type: none"> a. Offered Storage array must have minimum of 8 x 16 Gbps Fiber Channel ports and 4 x 10Gbps iSCSI ports. 	1 No.

	<ul style="list-style-type: none"> b. Offered Storage array must be scalable to at-least 12 x 16Gbps Fiber channel ports and 8 x 10Gbps iSCSI ports. c. Offered Storage array must have SAS Links for Disk connectivity. d. Offered Storage array must have minimum one 1 GbE base-T ethernet port. 	
	<p>11. Quality of service:</p> <ul style="list-style-type: none"> a. Offered storage array must support quality of service for critical applications so that appropriate and required response time can be defined for application logical units at storage. It must be possible to define different service / response time for different application logical units. b. Quality of service engine must allow to define minimum and maximum cap for required IOPS / bandwidth for a given logical units of application running at storage array. c. It must be possible to change the quality of service Response time (In both milliseconds as well as Sub-milliseconds), IOPS, bandwidth specification at real time. 	
	<p>12. No Single point of Failure:</p> <ul style="list-style-type: none"> a. Offered Storage Array must be configured in a "No Single Point of failure" configuration including Array Controller card, Cache memory, FAN, Power supply etc. b. All critical components should be hot pluggable including Power supply, fan and batteries. 	
	<p>13. Capacity efficiency:</p> <ul style="list-style-type: none"> a. Offered storage array must support minimum data reduction features such as deduplication, compression and thin provisioning b. Storage must support synchronous, asynchronous replication to remote site. c. Storage subsystem must be supplied with Thin Provisioning, Thin Re-claim, Snapshot, De-duplication, Compression, Performance Monitoring, and Quality of service on day 1 for the maximum supported capacity of array. d. Any license (full capacity) required must be supplied with the storage. 	
	<p>14. Global Hot Spare:</p> <ul style="list-style-type: none"> a. Offered Storage Array must support distributed Global hot Spare for offered Disk drives. b. Global hot spare must be configured as per industry practice. 	
	<p>15. Storage Encryption:</p> <ul style="list-style-type: none"> a. The proposed AFA to provide data at rest encryption at controller level or using self-encrypting drives without impacting storage performance. The features should be provided for all proposed disk type for the entire set of AFA solution. b. Appropriate encryption licenses must be provided by the vendor. 	
	<p>16. Firmware Upgrade: Offered storage should provide non-disruptive firmware/micro code upgrade and configuration changes.</p>	
	<p>17. Storage Management and monitoring:</p> <ul style="list-style-type: none"> a. Vendor shall provide single Storage Array Configuration and Management software/interface for all the Storage related Configuration and Management operations. b. The proposed AFA must provide easy to use, intuitive Secure GUI (web based) and CLI (onsite and remote within OIL network) enabled with single management/ administration interface for all storage configuration/management/ operations. c. Should have complete remote management features. d. Should provide Change Management and Tracking. e. Should provide Event and Status Monitoring. f. Ability to measure and monitor storage services, including capacity, performance, encryption, replication, etc. 	
	<p>18. Storage virtualization:</p> <ul style="list-style-type: none"> a. Offered storage array shall be tightly integrated with VMware Cloud Foundation 4.0 and must be ready for VVOL from day 1. b. Support VMware array integration (VAAI). c. Support VASA provider. d. Shall be qualified to work with both Fiber Channel and iSCSI for VVOL. 	

	<p>e. Must support Container Storage Interface (CSI).</p> <p>19. Must be compatible with Existing IT Infrastructure:</p> <p>a. Existing running LAN, SAN, Backup Infrastructure:</p> <ul style="list-style-type: none"> - ToR L3 Switch (Dell EMC S5296F) with 40/100G QSFP28 ports and 1GbE/10GbE/25GbE ports. - Management Switch (Dell EMC S3048) with 1000BASE-T ports and 10 Gbps SFP+ port for Uplink to the ToR Switch. - SAN Switch DELL EMC CONNECTRIX DS-6610B - Tape Library Tandberg NEOxl 80 and the backup software is Commvault. <p>b. VMWare Cloud Foundation Advanced 4.0.</p> <p>20. Licenses: All Licenses required to enable all the functionalities as per solution requirement shall be provided by the vendor.</p> <p>21. Others: The storage offered should be of latest generation with newer technology. Vendor shall provide all cables & accessories for storage connectivity.</p> <p>22. Warranty: Comprehensive 05 (five) years OEM warranty from the date of commissioning with highest level of support available with the OEM.</p>	
40	<p>Installation and Commissioning</p> <p>A. General Installation and Commissioning Terms:</p> <ol style="list-style-type: none"> 1. Installation and commissioning (I&C) cost must be quoted separately (as per price bid format). 2. Installation and commissioning of the entire solution shall be completed within 60 days from the date of purchase order. 3. The vendor will be responsible for installation, configuration and integration of the solution with the existing VMWare VCF 4.0 infrastructure and as per OIL's requirements fulfilling all Tender specifications using VMware Professional Services. 4. The vendor shall be responsible for any configuration changes required in the existing setup like DC Network, IT Security, etc. to integrate the solution with the existing infrastructure. OIL will extend its support as and when necessary. 5. I&C of the solution has to be carried out by the OEM personnel on-site. The OEM must be involved with the vendor throughout the installation and commissioning activity. 6. After completion of I&C activity, cloud OEM must carry out audit of the entire solution to validate and issue a certificate. 7. All interconnecting cables, power cables, auxiliary software and any other accessories/services required for successful I&C must be supplied by the vendor. 8. IT rack cabling and management - The vendor will be responsible for proper tagging of all components of the solution. All interconnecting cables should be armoured to ensure protection against rodent attacks. Necessary cable ties, cable channels and cable lacing cord, tag marker etc. must be supplied by the vendor. 9. The vendor must provide I&C documentation after successful I&C of the solution. The document must detail the steps followed for configuring the solution. Elaborate schematic diagrams and step-by-step procedures should be provided for Day-2-Day operations. Design document to be also referred for preparation of this document and deviations, if any, must be clearly documented. This document will be referred to in UAT. 10. Project Implementation Team: The vendor should deploy the following members for the project implementation: <ol style="list-style-type: none"> a. Project Manager (onsite or remote) Qualification of Project manager- The project manager should have a minimum of 4 years of experience in Project management and should have successfully delivered projects including SDDC/virtualization etc. The project manager should be atleast IPMA Level D certified or PMP certified. The certificate should be valid for a period of atleast 1 year from the original bid closing date. b. At least one resident/L2 engineer (onsite) 	1 AU

	<p>Qualifications of L2 engineer - The engineer should have minimum 2 years of experience working on the cloud platform, should have knowledge of virtualisation and migration technologies and should be familiar with hyper-converged infrastructure. In addition, the engineer should have minimum 1 year experience working on the SAN storage solution installation. The engineer should be at least a B. Tech/B.E. graduate.</p> <p>11. The I&C of the solution shall be deemed complete when all of the following requirements are met:</p> <ol style="list-style-type: none"> Completion of delivery of all the items Completion of all activities given under 'Installation and Commissioning Terms'. Completion of installation, configuration and integration by OEM Personnel Successful completion of data migration from old SAN storage to new offered SAN storage system. Submission and OIL's approval for all project deliverables as per the tender requirements. Successful completion of User Acceptance Test (UAT) and submission of UAT report. Successful completion of training Project Implementation team. Onsite Support Services - details of account manager, escalation matrix with contact details and L2 onsite engineer. Submission of OEM Warranty certificates and OEM subscription documents or any other relevant documents from OEM which proves the Warranty and subscription end dates. <p>B. Specific activities under Installation and Commissioning - Setup of the hardware:</p> <ol style="list-style-type: none"> Installation of all the hardware supplied. All the hardware supplied must have the latest firmware. The hardware setup must conform to VCF 4.0 or latest. Connection of network cables to all existing hardware components such as Top of Rack (ToR) switches, management switches and SAN switch, etc. as necessary. Configuration of server nodes with existing infrastructure. Configuration of the new SAN storage with the existing running LAN, SAN and Backup Infrastructure: <ul style="list-style-type: none"> ToR L3 Switch (Dell EMC S5296F) with 40/100G QSFP28 ports and 1GbE/10GbE/25GbE ports. Management Switch (Dell EMC S3048) with 1000BASE-T ports and 10 Gbps SFP+ port for Uplink to the ToR Switch. SAN switch (DELL EMC CONNECTRIX DS-6610B) Tape Library - Tandberg NEOxl 80 and the backup software is Commvault. Configuration of the new infrastructure setup (including virtualisation) with the existing VMWare Cloud Foundation Advanced 4.0 infrastructure such as, SDDC Infrastructure including vCenter server, server virtualisation platform, network virtualisation platform and software-defined storage platform, operation manager, vVol, etc. using VMware Professional Services. Activation of all applicable licenses. <p>C. Specific activities under Installation and Commissioning - Integration with existing infrastructure:</p> <ol style="list-style-type: none"> Integration of the new nodes and SAN storage with existing VCF infrastructure-management & workload domains, and VSAN as per OIL's private cloud design (Annexure-V) using VMware Professional Services. Integration of the new nodes and SAN storage with existing IT infrastructure- <ul style="list-style-type: none"> ToR L3 Switch (Dell EMC S5296F) with 40/100G QSFP28 ports and 1GbE/10GbE/25GbE ports. Management Switch (Dell EMC S3048) with 1000BASE-T ports and 10 Gbps SFP+ port for Uplink to the ToR Switch. SAN switch (DELL EMC CONNECTRIX DS-6610B). Connection of the infrastructure setup to OIL's existing backup infrastructure - The setup must be connected to the existing backup server and Tape library 	
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	<p>through SAN switches. The configuration of the SAN switches and the FC HBA in server nodes must be carried out by the vendor. The tape library is Tandberg NEOxl 80 and the backup software is Commvault make.</p> <p>D. Specific activities under Installation and Commissioning - Data migration:</p> <ol style="list-style-type: none"> 1. Successful data migration shall be complete responsibility of the vendor. The activity must be carried out by OEM of the offered SAN storage. 2. Data migration from old SAN storage-IBM V 3700 to offered SAN storage. The data size for migration shall be approximately 30 TB. Further details in Annexure-VI. 3. The vendor must provide the detailed data migration plan (as part of technical bid) covering the following areas: <ul style="list-style-type: none"> • Data migration approach/data migration strategy with detailed associated diagrams. • Submission of a Risk Management and Mitigation/Rollback Plan • Downtime window to be defined 4. The data migration plan shall be reviewed by OIL prior to carrying out the migration activity and approved plan is to be executed. 5. It is the ultimate responsibility of vendor to ensure that all the production data from the old SAN storage is successfully migrated to the offered storage. 6. Ensure minimum business downtime at the time of data cleaning and migration. 7. In our environment, SQL Server 2016 database is installed & configured with Basic High Availability (2-node single database failover, non-readable secondary) capabilities. The SQL Server database is configured as an SQL AlwaysOn failover cluster instance providing high availability. The database has been installed and configured on the existing shared SAN storage. Two server nodes are configured in Windows Server Failover Clustering (WSFC) providing local high availability through redundancy at the server-instance level using a failover cluster instance (FCI). The SQL server nodes are connected to the SAN via iSCSI ports. <p>This SQL Server 2016 Database has to be successfully migrated from the existing SAN to the new SAN storage retaining the original setup. Any configuration changes required at both OS-level and/or SAN Storage level, to re-establish the connectivity between the database and server nodes, shall have to be done by the OEM/Bidder.</p> <ol style="list-style-type: none"> 8. Any additional device, software or tool to perform the activity shall be the responsibility of the vendor. 	
50	<p>Training</p> <ol style="list-style-type: none"> 1. The training course should include installation, commissioning, configuration, features, operation, administration and management of the SAN storage. It should include troubleshooting and maintenance of all the supplied solution too. 2. The training should also include hands-on lab sessions. Detailed training manuals/guide/documents should be provided to each of the trainees. 3. The vendor must impart training on the storage solution to at least 03 (Three) IT Personnel from OIL. The training must be conducted in a single batch. The duration of training should be minimum 5 (five) working days. 4. The vendor must arrange for necessary training infrastructure. The vendor may impart the training in any location of their choice in India. The training facility must be OEM Training Institute or OEM authorized partner Institute. The training must be conducted by OEM certified instructor having prior experience of implementing such solution. 5. Complete OEM published training material as per OEM curriculum must be provided either in hardcopy or softcopy to each participant. The training material provided must be standard course material provided as part of the course. 6. Cost of transportation and accommodation of the OIL Personnel for training will be borne by OIL. 7. The training to be completed before commencement of the installation and commissioning of the solution preferably. 8. Training cost has to be quoted separately as per price bid format. 	1 AU

60	<p>On-site support</p> <p>A. Scope of Work: Onsite support services will start from next day of successful Installation & Commissioning and for duration of five (05) years. The vendor will be fully responsible for the manpower provided during Onsite support service and of all activities defined in scope of work of the service.</p> <ol style="list-style-type: none"> 1. Onsite support services should cover the following: <ol style="list-style-type: none"> a) Maintenance and administration of the hardware and software components of the storage solution and the other supplied hardware components. b) Administration and management of the SAN storage platform and other supplied hardware components. c) Any reconfiguration required at any future point of time. 2. Preventive Maintenance: The vendor must carry out system health check of the supplied solution. A periodic report/on-request report should be provided to OIL with the details of the Preventive Maintenance. 3. Periodic Checks: The vendor should carry out periodic software and firmware upgrades of the supplied solution. Any corrective bug fixes or patches for the supplied solution must be applied by the vendor. All such upgrades must be carried out with prior approval from OIL. A periodic report/on-request report should be provided to OIL with the details of the Periodic Checks. 4. Problem Management: The vendor shall develop an effective problem management system. The system must have procedures that help reduce the impact of problem that occur and minimize its reoccurrence. It should help in identifying the root cause of the problem and proper recording and tracking of the problem till its resolution. A periodic report/on-request report should be provided to OIL with the details of the Problem Management. 5. Ticketing System for incident management and Creation of tickets: The vendor should facilitate a ticketing system whereby tickets will be created for incidents as reported by OIL. OIL personnel will intimate the problem to the resident service engineer and thereafter, the tickets will be created by the onsite resident service engineer/L2 engineer. The severity of the incident will be set on the basis of Annexure_SLA. Based on the tickets created, the recovery time (Annexure_SLA) against a particular severity level would be ascertained and the penalty would be calculated. A periodic report/on-request report should be provided to OIL with the details of the work done against the checks. 6. Availability Management: The vendor shall define the processes/ procedures which ensure the service delivery as per the required SLAs (refer to Annexure_SLA). A periodic report/on-request report should be provided to OIL with the details of the availability parameters. 7. Performance Management: The recording, monitoring, measuring, analyzing, reporting, and forecasting of current levels, potential bottlenecks, and enhancements of performance characteristics for the solution within the scope of this initiative. System tuning and optimization is an inherent part. A periodic report/on-request report should be provided to OIL with the details of the performance parameters. 8. Management of hardwares: <ol style="list-style-type: none"> a) Firmware upgrade of all supplied hardware components b) Upgrade of OS patches and bug fixes c) Analysis of hardware issues and their resolution. 9. Integration with existing infrastructure: <ol style="list-style-type: none"> a) Integration of the new nodes and SAN storage with existing VCF infrastructure- management & workload domains, and VSAN as per OIL's private cloud design (Annexure - V). b) Integration of the new nodes and SAN storage with existing IT infrastructure- 	1 AU
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	<ul style="list-style-type: none"> • ToR L3 Switch (Dell EMC S5296F) with 40/100G QSFP28 ports and 1GbE/10GbE/25GbE ports. • Management Switch (Dell EMC S3048) with 1000BASE-T ports and 10 Gbps SFP+ port for Uplink to the ToR Switch. • SAN switch (DELL EMC CONNECTRIX DS-6610B) <p>c) Connection of the infrastructure setup to OIL's existing backup infrastructure - The setup must be connected to the existing backup server and Tape library through SAN switches. The configuration of the SAN switches and the FC HBA in server nodes must be carried out by the vendor. The tape library is Tandberg NEOxl 80 and the backup software is Commvault make.</p> <p>10. Expansion of the setup:</p> <p>a) During the onsite support services period, the setup will be augmented by the addition of various hardware components such as rack servers, storage and associated components, interconnect switches, ToR switches, Management switches and racks. These hardware components will be compatible with the cloud platform but may be of make and model different from those in the initial setup.</p> <p>b) The vendor must integrate these hardware components with the cloud software as and when they are procured during the onsite support services period.</p> <p>c) The vendor should also commission new VMs (based on latest enterprise editions of Linux and Windows servers) as and when requested by OIL.</p> <p>11. The support calls/tickets against the OEM warranty/subscription will be managed by the onsite support engineer. The onsite support engineer will also be responsible for the regular follow-ups for all Warranty related issues until the reported incident is resolved and for any post resolution activities. All communication against the incidents/tickets should be marked to the email ID provided by OIL. Warranty calls have to be resolved during on-site Support as responsibility of the Support Engineer.</p> <p>12. The vendor would be responsible for conducting quarterly review meetings with OIL team. The account support manager should coordinate the meeting.</p> <p>B. Support Personnel:</p> <p>1. The vendor should provide a resident service engineer.</p> <p>2. The resident service engineer will be onsite at IT department, Duliajan from day one of the installation. Duration of onsite availability of resident service engineer: 5 years. The service engineer should be available onsite during the OIL office hours and should be available on call after the regular office hours. The service engineer may also be required to be physically available for urgent work after the regular office hours.</p> <p>3. Qualifications of resident service engineer - The vendor must ensure that the resident service engineer is properly trained prior to his selection for performing the O&M services under this contract. The resident service engineer should be at least a graduate and must have at least one (1) year of experience of working in SAN storage solution maintenance and support. Also, the engineer should have knowledge of virtualisation and migration technologies and should be familiar with hyper-converged infrastructure. CV along with copies of the qualification certificates should be submitted to OIL.</p> <p>4. If the service of the resident service engineer is not satisfactory, OIL will have the discretion to ask for suitable replacement and the vendor shall provide the replacement within two weeks.</p> <p>5. If the resident service engineer wants to avail leave, the vendor must provide a suitable replacement respectively. If either of the engineers remain unavailable</p>	
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	<p>without prior formal intimation to OIL, penalty would be levied as per Penalty Clause.</p> <p>C. Payment Terms: Onsite Support Service charges will be paid quarterly after completion of the quarter.</p> <p>The vendor must submit appropriate invoices to GM-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on a Quarterly basis, clearly mentioning the OIL's Purchase Order/Contract no. and period of billing.</p> <p>D. Penalty Terms-On site support:</p> <ol style="list-style-type: none"> 1. For penalty calculation for non-adherence to SLAs, please refer to Annexure_SLA. The vendor must comply with the calculations given in Annexure-SLA and submit the Annexure-SLA duly signed. 2. Penalty 1(P1) refers to the penalty amount that will be levied on the vendor for not meeting the desired SLA. This penalty amount will be calculated as per Table 3 in Annexure_SLA. If there is simultaneous occurrence of more than one severity levels (E.g. - a severity level 1 and a severity level 2 scenario occur together), penalty will be calculated by considering the higher of the two severity levels. 3. Penalty 2 (P2) refers to the penalty amount that will be levied on the vendor in case of absence of any of the onsite support personnel deployed by vendor. The amount to be deducted from the quarterly onsite support service payments will be calculated as follows: X= Quarterly onsite support service amount N= Number of days the support service engineer is absent Penalty to be levied per quarter = $X/90 * N$ It may be noted that penalty will only be levied if no suitable replacement is provided by the vendor for the absent personnel. 4. Total Penalty per quarter (P1+P2) shall not exceed 15% of the total quarterly onsite support service charges. 5. Penalty against onsite support service charges will be deducted from quarterly bills. 	
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BB: SPECIAL NOTES TO BIDDERS

- 1.0 Vendor(s) shall quote for all the items as specified in tender. Partial offers will be considered as non-responsive and will be rejected.
- 2.0 Vendor(s) must submit unpriced bill of materials and services (with details of make, model and quantity for each of the item) along with the technical bid. This must include additional software/feature licenses needed to meet the solution requirements.
- 3.0 Vendor(s) must provide technical details of their offered solution by filling in the vendor's Response Sheet - **Annexure IV**. The vendor must ensure that information is complete and correct.
- 4.0 Vendor(s) must submit relevant product brochure/manual/documentation for all the quoted items. Technical scrutiny to determine compliance of the quoted items against the specification given in the tender will be done based on submitted product brochure / manual / documentation along with the information given by the vendor in vendor's Response Sheet - **Annexure IV**.
- 5.0 Vendor(s) shall be responsible for successful data migration from old SAN storage to new offered SAN storage system. The vendor should also submit documentary evidence of a successful data migration project.
- 6.0 All the technical requirements of the tender must be met in totality by the quoted items as on bid closing date.
- 7.0 Vendor(s) shall confirm that their OEMs will provide support during the entire duration of the purchase order, i.e. up to 5 years of onsite support services.
- 8.0 The successful bidder will deploy onsite a qualified and experienced professional as a single point of contact for the project during the period of installation and commissioning.

- 9.0 The proposed solution must have minimum of seven (7) years of end of support from the date of bid closing. Respective OEM documentation to this effect must be submitted along with the bid. OEM's declared end-of-support literature must mention the availability of Hardware spares for next seven years.
- 10.0 The proposed solution should be scalable to enable addition of one or more rack servers of different OEMs to the solution without any performance degradation.
- 11.0 Arrangements for transportation, fooding, lodging/accommodation etc. of Bidder(s) personnel when visiting OIL's office will be within the scope of the bidder.
- 12.0 Vendor(s) must have office in India in its own name. This office will be the single point of contact for all warranty service related matters. Details of this office(s) to be included along with the bid. Documentary evidence in this regard like GST certificate of registration/Address Proof (electricity bill, telephone bill etc.), clearly stating the name of the company and the local address should be submitted along with the bid.
- 13.0 The cost against the onsite support service should not include any cost of the warranty/ subscription of the hardware and software. It may be noted that the subscription/warranty charges are to be quoted in the respective line items of the hardware and software.
- 14.0 The successful bidder will assign "Account Support Manager" as a single point of contact for Onsite Support Service after successful installation and commissioning.
- 15.0 The solution provided must NOT be based on Converged Infrastructure (CI)/ Integrated appliance (Relevant technical brochures to be enclosed.)
- 16.0 The vendor must provide a copy of the CVs, certifications, qualification documents etc. of the Project implementation team (Project manager + L2 Engineer) alongwith the technical bid.
- 17.0 All the items shall be procured from the same source. The total quoted cost of all the items of the tender will be considered for evaluation of techno-commercially acceptable bids. Hence, vendors must quote for all the items of the tender, failing which their offer will be rejected.**
- 18.0 OIL will reserve its rights to enter into a separate contract with the successful bidder for providing the 05 (five) years Onsite Support Service, at the price quoted in their offer against this tender and as per the terms & conditions of the tender. For such separate contract, the bidder will submit an additional performance security as per terms & conditions to be stipulated in the contract.
- 18.1 For such Onsite Support Service Contract, OIL's standard terms & conditions for services (**Annexure- D**) will be applicable. Bidder must note & comply while submitting their offer.
- 19.0 Scope of Work: The scope of the work involves the following:
- i) Supply of hardware, software, necessary licenses and documentations
 - ii) Installation, integration, commissioning and user acceptance testing
 - iii) Data migration from old storage to new storage
 - iv) Training
 - v) Onsite Support Service for the entire solution for 5 years.
- 20.0 Delivery Terms: Delivery of items must be completed within 30 days from receipt of the purchase order, alongwith compliance to the following:
- i) The successful bidder must provide soft copy or hard copy of the OEM product documentation and configuration manual at the time of delivery
 - ii) The successful bidder must provide list of supplied inventory along with OEM serial number/service tag at the time of delivery.
 - iii) All the required software licenses must be provided in soft or hard copy at the time of delivery.
 - iv) All the supplied software licenses must be perpetual in nature without any requirement for renewal.
- 21.0 Confidentiality Agreement Terms: OIL Confidentiality and Non-Disclosure Agreement (NDA) will be applicable. Vendor(s) must submit Non-Disclosure Agreement as per given format (Annexure-NDA) duly filled, signed & Sealed by the authorized signatory of the vendor.

22.0 Payment Terms:

- i) Payment against the Hardware and software cost of the solution will be as per the following schedule:
 - 70% - After delivery of material (hardware, software and licenses)
 - 30% - After successful completion of installation and commissioning.
- ii) Installation and commissioning charges will be paid on submission of invoices after successful commissioning of the solution.
- iii) Total training charges will be paid on submission of consolidated training invoice after successful completion of training modules.
- iv) Onsite Support Service charges will be paid quarterly after completion of the quarter. The vendor must submit appropriate invoices to GM-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on a Quarterly basis, clearly mentioning the OIL's Purchase Order/Contract no. and period of billing.

23.0 Penalty Terms-On site support:

- (i) For penalty calculation for non-adherence to SLAs, please refer to Annexure_SLA. The vendor must comply with the calculations given in Annexure-SLA and submit the Annexure-SLA duly signed.
- (ii) Penalty 1(P1) refers to the penalty amount that will be levied on the vendor for not meeting the desired SLA. This penalty amount will be calculated as per Table 3 in Annexure_SLA.
If there is simultaneous occurrence of more than one severity levels (E.g. - a severity level 1 and a severity level 2 scenario occur together), penalty will be calculated by considering the higher of the two severity levels.
- (iii) Penalty 2 (P2) refers to the penalty amount that will be levied on the vendor in case of absence of any of the onsite support personnel deployed by vendor. The amount to be deducted from the quarterly onsite support service payments will be calculated as follows:

X= Quarterly onsite support service amount

N= Number of days the support service engineer is absent

Penalty to be levied per quarter = $X/90 * N$

It may be noted that penalty will only be levied if no suitable replacement is provided by the vendor for the absent personnel.

- (iv) Total Penalty per quarter (P1+P2) shall not exceed 15% of the total quarterly onsite support service charges.
- (v) Penalty against onsite support service charges will be deducted from quarterly bills.

24.0 The items shall be brand new, recent manufacture, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. This clause shall be valid for 60 months from the date of successful commissioning at site. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.

CC: GENERAL NOTES TO BIDDERS

Sl. No	Clause						
1.0	<p>Bidders to note that PPLC Policy to provide Purchase Preference (linked with local content) as issued by Ministry of Petroleum & Natural Gas, Government of India vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 shall be applicable against the tender and bidders are requested to submit their offers accordingly wherever applicable.</p> <p>As per the policy, the bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered items to be eligible to bid against this tender.</p> <p>Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of Purchase preference policy linked with Local Content (PP-LC) notified vide Letter No. FP-20013/2/2017-FP-PNG dated 17.11.2020 by MoPNG (including subsequent amendments thereof, if any) shall be applicable.</p> <p>If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate.</p> <p>Whether or not the Bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage:</p> <ul style="list-style-type: none">a) Without specifying the unit rates and bid amount in the technical bid, the bidder must provide the percentage (%) of local content in their bid, without which the bid shall be summarily rejected being non-compliant.b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the minimum LC requirement (above 20%) and such undertaking shall become part of the contract, if awarded.c) The aforesaid undertaking of the bidder shall also be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.d) Bidder to submit a copy of their Certificate of Incorporation in India.						
2.0	<p>This Tender has been floated for participation of Indigenous (Indian) bidders only. Hence, only Indigenous bidders are eligible to participate against this tender. Consortiums/Joint venture entities are not eligible to participate against this tender.</p>						
3.0	<p>a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL’s E-tender site https://etender.srm.oilindia.in/iri/portal</p> <p>b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.</p>						
4.0	<p><u>DOCUMENT VERIFICATION:</u></p> <p>Oil India Limited (OIL) has engaged the following 09 (Nine) Independent Inspection Agencies for a period of 04 (four) years with effect from 06.05.2020 to verify and certify of various documents required against BEC/BRC of the tender:</p> <table><tr><th>Sl. No.</th><th>Name of Independent Inspection Agency</th><th>Contact E-mail ID</th></tr><tr><td>i.</td><td>M/s. RINA India Pvt. Ltd.</td><td>a. ssd@rina.org b. Andrea.Vattuone@rina.org</td></tr></table>	Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID	i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org
Sl. No.	Name of Independent Inspection Agency	Contact E-mail ID					
i.	M/s. RINA India Pvt. Ltd.	a. ssd@rina.org b. Andrea.Vattuone@rina.org					

	ii.	M/s. Dr. Amin Controllers Pvt. Ltd.	a. rkjain@rcaindia.net b. info@rcaindia.net
	iii.	M/s. GermanischerLlyod Industrial Services GmbH (DNV GL- Oil & Gas)	a. mangesh.gaonkar@dnvgl.com
	iv.	M/s. TÜV SÜD South Asia Pvt. Ltd.	a. Jaimin.Bhatt@tuv-sud.in b. sanjaykumar.singh@tuv-sud.in c. Pankaj.Narkhede@tuv-sud.in d. Ajit.Yadav@tuv-sud.in
	v.	M/s. IRCLASS Systems and Solutions Private Limited	a. abhishek.singh@irclass.org b. pradeep.bansal@irclass.org c. Asim.Hajwani@irclass.org d. Amit.Ketkar@irclass.org e. industrial_services@irclass.org
	vi.	M/s. Gulf Llyods Industrial Services (India) Pvt. Ltd.	a. contact@gulflloyds.com b. bbhavsar@gulflloyds.com c. inspection@gulflloyds.com d. gulflloyds.india@gmail.com
	vii.	M/s. TUV India Private Limited	a. salim@tuv-nord.com b. delhi@tuv-nord.com
	viii.	M/s. TÜV Rheinland (India) Pvt. Ltd.	a. Shailesh.Deotale@ind.tuv.com b. ravi.kumar@ind.tuv.com c. rupeshkumar.singh@ind.tuv.com d. Neeraj.Chaturvedi@ind.tuv.com
	ix.	M/s. Bureau Veritas (India) Private Limited	a. udit.chopra@bureauveritas.com b. vishal.sapale@bureauveritas.com c. dinesh.sukhramani@bureauveritas.com d. p.sridhar@bureauveritas.com e. hariprasad.jhawar@bureauveritas.com f. amit.shaw@bureauveritas.com g. business.support@bureauveritas.com h. labhanshu.sharma@bureauveritas.com i. pramodkumar.yadav@bureauveritas.com j. sonal.lad@bureauveritas.com k. bvindia.corporate@in.bureauveritas.com
	<p>4.1 The Bidders have to get the various documents required against BEC/BRC of the tender verified and certified by anyone of the above Independent Inspection Agencies and submit the duly certified documents alongwith the Inspection Certificate issued by the Inspection Agencies as part of their Technical Bids. It may be noted that the scope of inspection is primarily to verify the authenticity of the documents being submitted as part of the bid. All Charges of the Third-party Independent Inspection Agencies towards verification of bidder's documents and certification thereof shall be borne by the respective bidders and Payments on account of above inspection, verification and certification shall be made directly by the Bidder to the Inspection Agency(s). OIL will not be responsible for any payment dispute between Bidders and Third Party Inspection Agencies.</p> <p>4.2 As mentioned above, Bidder(s) have to submit the verified documents and the duly certified Inspection Certificate by the Inspection Agencies along with the Technical Bids. Bid submitted with un-verified supporting documents shall not be normally considered. However, in case a bidder submits its bid alongwith all relevant supporting documents against BEC/BRC without getting all/some of them verified by the designated Independent Inspection agency, such bid can be provisionally considered provided it is accompanied by an Undertaking by the Bidder on their official letterhead to submit the duly verified copies/verification certificate within seven (7) days of actual</p>		

bid opening. Company will neither send any reminder nor seek any clarification in this regard from such bidders, and the bid will be rejected outright if the bidder fails to submit the verified copies/verification certificate within seven (7) days of actual bid opening at its own risk and responsibility. If a bidder does not submit the undertaking towards submission of third party certification within 7 days from date of Bid Closing date, but certified document reaches us within the cut-off date of above seven (7) days, then such bids shall be considered.

4.3 The methodology of inspection/ verification of documents followed by the agencies is broadly as under but not limited to:


- a) It is obligatory on the part of the interested Bidders, who choose to participate against the tender, to understand the tender requirements in entirety and the requisite documents sought for in support of the Bid Rejection & Bid Evaluation Criteria (BEC/BRC) mentioned in the tender in particular. The Bidder must produce all the appropriate documents before any of the OIL's empanelled third party certifying agencies for verification/certification. Neither OIL nor the third party certifying agency shall be held accountable in any manner regarding the choice of documents by the bidder for verification. Therefore, getting the appropriate documents inspected/ verified by the agency in support of BEC/BRC clauses is the sole responsibility of the Bidder.
- b) The prospective bidder shall contact any of the empanelled inspection agencies. The agency shall go through the Tender Document, especially the requirements of BEC/BRC and list the documents to be verified. They shall depute their qualified/competent inspector to the Bidder's premises to check the original documents and certify the copies which the bidder shall submit along with their bids. OIL will reserve the right to ask the inspection agencies to verify the documents with source, if required at **no extra cost to OIL. Verification of documents by OIL's empanelled third party agency shall not automatically make the bidder eligible for award of contract.**
- c) Verification of documents are normally categorised as under:
 - **General Requirement:**
 - Check Bidder's PAN Card
 - Check Bidder's GST Certificate
 - Check ITR of company – last three years (minimum)
 - Check Bidder's Certificate of Incorporation – Domestic Bidder.
 - **Additional Documents: (If applicable against the tender)**
 - Joint Ventures Agreements – To Double-check with JV Partners
 - Consortium Agreements – To Double-check with Consortium Partners
 - Holding/ Parent/Subsidiary Company – To check the notarized Share Holding pattern
 - **Technical Criteria**
 - To check Experience Proof –
 - To Check the Completion Certificates – Letter of Appreciations of proper Execution
 - Reference contact verification and true copy verification
 - To check Original Work Order/Contract Copy
 - To check any other document(s), if called for vide BEC/BRC of the Tender.
 - **Financial Criteria**
 - Check and verify Audited Balance Sheet/CA certificate – Turnover & Net Worth.
 - Check Notarization validity, if any
 - To check the Line of Credit, if incorporated in the tender.

5.0	<p>Office Memorandum No. F.No.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Division under Department of Expenditure of Ministry of Finance will also be applicable against the tender and thus bidder(s) must note that:</p> <p>“Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services or works, only if the bidder is registered with the competent authority”</p> <p>For further details on above and format of certification to be submitted by the bidder, APPENDIX-A-1 & PROFORMA-1 is to be referred.</p>
6.0	<p>FURNISHING FRAUDULENT INFORMATION/ DOCUMENT: If it is found that a Bidder has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party will be debarred for a period of 3(three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced. In this regard, bidders are requested to submit an Undertaking as per PROFORMA-2 along with their offer failing which their offer shall be liable for rejection.</p>
7.0	<p>The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide PROFORMA-3 of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.</p> <p>OIL’s Independent External Monitors at present are as under:</p> <p>SHRI RUDHRA GANGADHARAN, IAS (Retd.), Ex-Secretary, Ministry of Agriculture E-Mail ID: rudhra.gangadharan@gmail.com</p> <p>SHRI SUTANU BEHURIA, IAS (Retd.), E-mail ID: sutanu2911@gmail.com</p> <p>SHRI OM PRAKASH SINGH, IPS (Retd.),, Former DGP, Uttar Pradesh E-mail: Ops2020@rediffmail.com</p> <p>In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact;</p> <p>In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms and conditions of the contract.</p>
8.0	<p><u>BID SECURITY:</u></p> <p>No Bid Security /Earnest Money Deposit (EMD) is required to be submitted against the tender. Instead of EMD /Bid Security, all the bidders shall be required to sign a “Bid securing declaration” accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the NIT/ Purchase order, they shall be suspended for the period of two (2) years. This suspension of two years shall be automatic without conducting any enquiry.</p> <p>Bidders shall submit “Bid Securing Declaration” as per enclosed PROFORMA-4 alongwith their Technical bids.</p>

9.0	<p><u>PERFORMANCE SECURITY:</u></p> <p>Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of Order within 30 days of receipt of LOI/notification of award. The performance security must be in the form of Bank Guarantee (ref. PROFORMA-5) or in the form of a Bank Draft/Cashier's cheque/Banker's cheque/NEFT/RTGS/Electronic fund transfer to designated account of OIL or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:</p> <p>A) The Bank Guarantee or irrevocable Letter of Credit (LC) for the purpose of Performance security should be from:</p> <ul style="list-style-type: none"> i) Any schedule Indian Bank or any branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic bidder, or ii) In case of foreign bidder, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India, or iii) Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India <p>Bank Guarantee issued by a Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable. Bank Guarantee issued by banks in India should be on non-judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.</p> <p>B) In case of Bank Guarantee, the Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:</p> <ul style="list-style-type: none"> (i) MT 760 / MT 760 COV for issuance of Bank Guarantee (ii) MT 760 / MT 767 COV for amendment of Bank Guarantee <p>The above message / intimation shall be sent through SFMS by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p> <p>C) In case of online payment, refund will be made in [INR] using the exchange rate prevailing as on the date of actual receipt of Performance Bank Guarantee amount. The refund amount shall not (in any case) exceed the amount actually received.</p> <p>D) The Performance Security shall be denominated in the currency of the contract.</p> <p>E) The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.</p> <p>F) The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/unsatisfactory of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance/unsatisfactory performance</p> <p>G) The Performance Security will not accrue any interest during its period of validity or extended validity.</p> <p>H) Bank charges, if any for submission of performance security shall be on supplier's account.</p>
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	<p>I) The validity of Bank Draft/Cashier's cheque/Banker's cheque should not be less than 3 months at the submission to OIL.</p> <p>J) Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.</p> <p>K) In case Annual Maintenance Contract (AMC) / Onsite support is required and OIL intends to enter into a separate contract with the successful bidder for AMC/ Onsite support, the Successful bidder must undertake to submit separate Performance Security against the AMC / Onsite support at the applicable rate & validity to be stipulated in the contract. (3% of annualized contract value valid for three months beyond entire service execution period).</p>
10.0	Bid must be submitted online through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
11.0	<p>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 scribing tender no. and due date to The CGM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security, if applicable.</p> <p>b) Any other documents which have been particularly asked for in this tender for submission.</p>
12.0	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.
13.0	Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid 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.
14.0	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 OIL, failing which the offer will be summarily rejected. However bidder(s) must note that there should not be any additional financial involvement arising out of such post tender clarifications.
15.0	A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BRC/BEC (if applicable).
16.0	Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
17.0	The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders) including Amendment and Addendum to "General Terms & Conditions" for e-Procurement. However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.
18.0	Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 (and amendments issued time to time) in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for

	<p>promotion and development of Micro and Small Enterprises. In this regards, bidders are requested to take note of the following and to submit their offers accordingly.</p> <p>a) Categorisation and various Criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 and Amendment vide Gazette Notification no. CG-DL-E-16062021-227649 DATED 16TH June'2021 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM- Part-II or UAM till 30th June'2020 shall continue to be valid only for a period up to the 31st day of December, 2021.</p> <p>The bidder claiming as MSE status (MSE-General, MSE-SC/ST, MSE -Woman) against this tender has to submit following documents for availing the benefits applicable to MSEs:</p> <p>i. Udyam Registration No. with Udyam Registration certificate</p> <p>OR</p> <p>ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Adhar registration or registration with any other body specified by Ministry of MSME.</p> <p>Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ ST entrepreneur/ Woman Entrepreneurs should also be enclosed.</p> <p>b) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacturer/ service provider of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender.</p>
19.0	<p>DIGITAL SIGNATURE:</p> <p>(i) To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name and Encryption certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (http://www.cca.gov.in). Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.</p> <p>(ii) Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.</p> <p>(iii) Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly.</p> <p>(iv) In case of loss of the certificate, OIL INDIA LIMITED is not responsible.</p>
20.0	<p>Bids are invited online under SINGLE STAGE TWO BID SYSTEM. Bidders must prepare the TECHNO-COMMERCIAL BID (UNPRICED) as well as the PRICED BID separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid. The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.</p>

	<p>i) Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.</p> <p>ii) The bidder has to submit both the “TECHNO-COMMERCIAL UNPRICED BID” and “PRICED BID” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab “Notes and Attachments”. Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.</p> <div style="text-align: center;"> <div>Notes and Attachments</div> <div>→ Only Price Details Should Be Uploaded</div> </div> <div style="text-align: center;"> <div>Technical attachments</div> <div>→ All technical bid documents except price details</div> </div> <p>Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “New Vendor Manual (effective from 12.04.2017)” available in the login Page of the OIL’s E-tender Portal.</p> 
21.0	<p>In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that “TECHNO-COMMERCIAL UNPRICED BID” should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFX Response-> User -> Technical Bid. <u>No price should be given in above Technical Rfx otherwise the offer will be rejected.</u> Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFX Response-> User -> Technical Bid only. The “PRICE BID” must contain the price schedule and the bidder’s commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under “Notes & Attachments”.</p> <p>i) Priced bids of only those bidders will be opened whose offers are found to be techno-commercially acceptable.</p> <p>ii) For convenience of the qualified Bidders and to improve transparency, the rates/cost quoted by bidders against OIL’s e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment from under “Notes & Attachment” (i.e. NO PRICE CONDITION), Bidders must upload their detailed Price-Bid as per the prescribed format under “NOTES & ATTACHMENT”, in addition to filling up the “TOTAL BID VALUE” tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE condition (i.e. Price Bid in attachment form), the “Total Bid Value” as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/omissions therein, if any. Notwithstanding to sharing the “Total Bid Value” or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.</p>

22.0	<p>AMENDMENT OF BID DOCUMENTS:</p> <p>i) At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of Corrigendum(s)/Addendum(s).</p> <p>ii) The Corrigendum(s)/ Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" and under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/ Addendum(s) into account in preparation and submission of their bid. Bidders are to check from time to time the E-Tender portal ["Technical Rfx" Tab and under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.</p>
23.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.
24.0	Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Payment Terms, Freight & Insurance Charges, Place of despatch, Delivery period, Country of origin with manufacturer's name, etc.
25.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
26.0	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.
27.0	<p>Bidders shall indicate the following in their offer:</p> <ul style="list-style-type: none"> i) Ex Works unit and total price as per price bid format including packing, forwarding and insurance; all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, inspection, testing and loading on transport carrier etc. j) The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable) k) Built in CIF value of import for raw material and components incorporated or to be incorporated in the goods and included in quoted price. The bidder shall provide description of such material, quantity, rate, value etc. l) Inland transportation charges from dispatch point to designated Project Site/dump area/dump yard including loading, unloading of Line Pipes/Bend at Project Site/Warehouse. The prices should be inclusive of all taxes, duties, levies etc.
28.0	The bidder must note that no trans-shipment enroute is permitted. However, under exceptional circumstances, trans-shipment maybe allowed with prior consent of OIL. No charges shall be payable for such trans-shipment and consequent handling/storage of the goods.
29.0	The bidders are required to indicate both Ex-works as well as FOR Destination price by road. OIL reserves the right to place order on FOR (despatching station) or FOR (destination) terms. Offered rates should be kept firm through delivery/despatch.
30.0	Currency once quoted will not be allowed to be changed. OIL shall not be compensating for any exchange rate fluctuation.
31.0	Payment Terms: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders) if not specified in this tender document.
32.0	Liquidated Damage: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders). The applicable GST on the Liquidated

	<p>Damage shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.</p> <p>Note: In case of package items (ordered as a complete system) with single/multiple order line items, the liquidated damage shall be applicable on the entire order value of that package and not on the value of the undelivered portions/items (even though a billing breakup has been available).</p>
33.0	Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected.
34.0	<p><u>APPLICABILITY OF BANNING POLICY OF OIL INDIA LIMITED:</u></p> <p>Banning Policy dated 6th January, 2017 as uploaded in OIL's website will be applicable against the tender (and order in case of award) to deal with any agency (bidder/contractor/supplier/vendor/service provider) who commits deception, default, fraud or indulged in other misconduct of whatsoever nature in the tendering process and/or order execution processes. Applicability of the policy shall include but not limited to the following in addition to other actions like invoking bid security/performance security/cancellation of order etc. as deemed fit and as mentioned elsewhere in the tender:</p> <p>A) BACKING OUT BY BIDDER WITHIN BID VALIDITY</p> <p>B) BACKING OUT BY SUCCESSFUL BIDDER AFTER ISSUE OF LOA/ORDER/CONTRACT</p> <p>C) NON/POOR PERFORMANCE AND ORDER/CONTRACT EXECUTION DEFAULT</p> <p>The bidders who are on Holiday/Banning/Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. If the bidding documents were issued inadvertently/downloaded from website, the offers submitted by such bidders shall also not be considered for bid opening/evaluation/Award of Work.</p>
35.0	<p><u>PACKAGING:</u> The Seller, wherever applicable shall after proper painting, pack and crate all goods for air/road/rail transportation in a manner suitable to tropical humid climatic region in accordance with the internationally accepted practices and in such a manner so as to protect it from damage and deterioration, in transit by air or road or rail and during storage at the storehouse. The Seller shall be held responsible for all damages due to improper packing. The Seller shall ensure sizing or packing of all oversized consignments in such a way that availability of carrier and/or road/rail route is properly taken into consideration. Seller shall comply with the Packing, Marking and Despatch Instructions and Special Packaging Requirement as per this Bidding Document. All items must have their respective identification marks painted /embossed on them.</p>
36.0	<p><u>ROAD DESPATCH</u></p> <p>a) In the event of an order other than FOR Destination terms, the material will be required to despatch through OIL's approved transporters (which will be specified in the order) on "Door Delivery" basis. [Note: Sundry Consignment with weight lesser than 03 Tons shall be delivered at OIL's approved transporters godown]</p> <p>b) For orders placed on FOR Destination basis, the material will be required to despatch through reputed Bank approved transporters only on Door Delivery basis. In case OIL is required to collect the material from transporters Godown, extra expenditure incurred thereof will be recovered from the Bidder/seller.</p> <p>c) The SELLER shall ensure with Transport Company the delivery of materials within a reasonable transit period. SELLER shall also obtain from transporter, particulars of Lorry Number, Transporter's Challan Number, destination of lorry (if transshipment is involved), Transporter's Agent at destination, if any, etc. and intimate same to OIL.</p>

37.0	<p>SHORT SHIPMENTS: Seller should thoroughly check all items in the packing before effecting shipment. If any item(s) are found short packed in sound boxes on examination at project site, Seller shall be responsible to supply short packed items free of charge on receipt of advice from Purchaser. Seller shall also be responsible to bear the import duty levied by Indian Customs on such short-packed items.</p>
38.0	<p>In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification]/ MSE is interested in supplying the tendered item but does not meet the Pre-Qualifying Criteria (PQC)/ Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:</p> <ol style="list-style-type: none"> 1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India. 2. Certificate of incorporation. 3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor. <p>The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications.</p> <p>In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup/MSE.</p>
39.0	<p>IMPORTANT NOTES: Bidders shall take note of the following important points while participating in OIL's e-procurement tender:</p> <ol style="list-style-type: none"> a) Bid should be submitted online in OIL's E-procurement site up to 11.00 Hrs. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 14.00 Hrs. (IST) at the office of the Head-Materials in presence of the authorized representatives of the bidders. b) Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. The documents in physical form mainly the Original Bid Security if received by the Company after the deadline for submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.
40.0	<p><u>CLAUSES RELATED TO GST</u></p> <ol style="list-style-type: none"> a. For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time. b. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the

	<p>quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.</p> <p>c. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.</p> <p>d. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.</p> <p>e. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the order. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.</p> <p>f. When Input tax credit is available for Set Off Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL.OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders.</p> <p>When Input tax credit is NOT available for Set Off Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders</p> <p>g. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.</p> <p>h. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.</p>
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BID EVALUATION CRITERIA (BEC)/BID REJECTION CRITERIA (BRC)

The bids shall conform to the specifications and terms & conditions given in the Tender. Bids shall be rejected in case the items offered do not conform to the required parameters stipulated in the technical specifications and to the relevant international/national standards wherever stipulated. Notwithstanding the general conformity of the bids to the stipulated specifications and terms & conditions, the following requirements must be particularly met by the bidders, without which the offer shall be considered as non-responsive and rejected:

NOTE: All BEC / BRC related documents must be certified & verified as per clause 4.0 of CC: General Notes to Bidders of Annexure – A

BID REJECTION CRITERIA (BRC):

A1. TECHNICAL:

- 1.0 Bidder must have experience of successful execution of at least one "SIMILAR" work (Purchase Order (s)/ Contract (s)/Work Order (s) corresponding to a single tender) of value **Rs. 3.62 Crores** in any PSU/Govt. organization/ Public Limited Company during the last 05 (five) years preceding the original bid closing date of this tender.

Notes to Clause 1.0 above:

- i) "SIMILAR work" mentioned above means - Experience in successful delivery and implementation of an order(s) of Software Defined Data Centre (SDDC) based Infrastructure as a Service (IAAS) Project including server virtualization, Storage virtualization, Network virtualization and Cloud Management Platform along with servers, storage and with following phases:
 - a) Delivery/Supply of Hardware & Software
 - b) Installation & Commissioning of Hardware and Software components
- ii) For proof of requisite experience of SIMILAR work, self-attested photocopies of following documents must be submitted along with the bid:
 - a) Purchase Order/ Contract Document/ Work Order showing details of works.

AND

 - b) Completion Certificate issued by PSUs/Govt. organization/ Public Limited Company for the Purchase Order/ Contract Document/ Work Order mentioned in Note above showing:
 - Purchase Order/Contract document/ Work Order number
 - Gross value of job done
 - Purchase Order/Contract/ Work Order period / Purchase Order or Contract start and completion date.
- iii) SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BRC.
- iv) If the prospective bidder is executing SIMILAR work which is still running and the contract value executed prior to the original bid submission date of this tender is equal to or more than the minimum prescribed value in the BRC, such experience will also be taken in to consideration provided that the bidder has submitted last certificate of payment showing gross value of work done along with Contract documents /work order of the running contract.

- 2.0 The Bidder has to be authorized by the OEMs of the hardware and software for the proposed solution. Bidder has to submit authorizations, as per Annexure-I, failing which, their offer will be rejected. Authorizations to be provided from following OEMs:
- a) Rack Servers
 - b) VMWare Cloud Foundation
 - c) SAN storage
- The authorization certificate must be signed by a competent authority of the concerned OEM. Bid(s) not accompanied with Authorization certificate from OEM will be rejected. Format of Annexure-I has been enclosed in the tender.
- 3.0 The bidder should be ISO 20000 certified for Service Management as on Bid close date. (Relevant ISO Certificate to be enclosed.)
- 4.0 The bidder must provide a certificate from the cloud platform software OEM, certifying that the proposed design is independent of the hardware OEM. The format of the certificate must be as per Annexure-III, attached with the tender.
- 5.0 The Bidder should provide an Undertaking of authenticity of IT Hardware supplied as per Annexure-II stating that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, shall be used, failing which, their offer will be rejected. Format of Annexure-II has been enclosed in the tender.

(A.2) BRC - FINANCIAL:

- 1.0 The bidder shall have an annual financial turnover of minimum or **Rs. 3.62 Cr.** during any of the preceding 3 (Three) financial/accounting years reckoned from the original bid closing date of the tender.
- 2.0 "Net Worth" of the bidder must be positive for the financial/accounting year just proceeding to the original Bid Closing Date of the Tender (**i.e., Year 2020-21**).
- 3.0 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 (**ref. Proforma-6**) certifying that 'the balance sheet/Financial Statements for the financial year **2020-21** has actually not been audited so far'.

Note:

- a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the technical 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 **Proforma-7**.
 - OR
 - ii) Audited Balance Sheet alongwith 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.

(A.3) BRC – COMMERCIAL:

Commercial Bid Rejection Criteria will be as per Section D of General Terms & Conditions of Global Tender (MM/GLOBAL/E-01/2005) with following Special Bid Rejection Criteria.

- 1.0 Bids are invited online under **Single Stage Two Bid System**. Bidders must prepare the Techno-Commercial Bid (Unpriced) as well as the Priced Bid separately and upload both these bids in OIL's e-procurement portal at the designated fields separately assigned. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid.** The "Unpriced Bid" shall contain all techno-commercial details except the prices/costs. The rate and amount columns in the unpriced technical bid must be kept blank. The "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions. Bidder not complying with above submission procedure will be rejected.
- 2.0 PPLC Policy as issued by Ministry of Petroleum & Natural Gas, Government of India vide notification no. FP-20013/2/2017-FP-PNG dated 17.11.2020 with amendment, if any shall be applicable

As per the policy, the bidder must be incorporated in India and must maintain more than 20% local content (LC) for the offered items to be eligible to bid against this tender.
- 3.0 The prices/rates offered against the tender must remain firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price condition shall be treated as non-responsive and rejected. No discount whatsoever should be quoted separately. Rates/prices quoted must be net of all discount.
- 4.0 Bids received in physical form against online invitation shall be rejected (except the documents specifically called for in hard copies, if any). Also, modifications to bids received after the bid closing date & time shall not be entertained.
- 5.0 Bids containing incorrect/false/misleading statement(s) shall be rejected.
- 6.0 Validity of the bid shall be **120 days** from the date of actual Bid Closing Date. Bids with lesser validity shall be straightway rejected.
- 7.0 Bid Security (EMD) as applicable must either be deposited through online payment gateway or submitted to OIL in the form of original Bank Guaranty (hard copy) on or before the scheduled Bid Closing date & time of the Tender. The Validity and Amount of Bid Security (EMD) must be strictly as specified in the covering letter of this bid document. Bid shall be rejected without further reference, if the Bid Security (EMD) is not received strictly as above, except where exempted. OIL will not assume any responsibility whatsoever for submission of deficient/faulty Bid Security or for delay/non-delivery of the same.
- 7.1 For exemption for submission of Bid Security please refer to relevant Clause of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005-May2020 for E-procurement (LCB Tenders).
- 8.0 Bidders must confirm that goods/materials to be supplied against the order arising out of this tender shall be of recent make, unused, of the best quality & workmanship and free from defects. The Bidder must undertake to stand guaranteed the supplies for a period of 60 months from the date of successful commissioning at site; against any defects arising from faulty materials, workmanship or design. Defective goods/materials rejected by OIL, whether the entire lot or part thereof, shall be replaced immediately by the supplier (on DDP Duliajan terms) at the supplier's expenses at no extra cost to OIL.

- 9.0 Successful bidder shall be required to furnish a Performance Security equivalent to Three percent (3%) of total evaluated value of Order within 30 days of receipt of LOA/notification of award. The Performance Bank Guaranty must remain valid throughout the period of execution, including extension if any. Non-submission of Performance Security as above by the successful Bidder shall lead to cancellation/termination of award including forfeiture of their Bid Security, besides other penal actions as per OIL's Banning Policy. Bidders should undertake in their bids to submit Performance Security as stated above.
- 9.1 In case Annual Maintenance Contract (AMC) / Onsite support is required and OIL intends to enter into a separate contract with the successful bidder for AMC/ Onsite support, the Successful bidder must undertake to submit separate Performance Security against the AMC / Onsite support at the applicable rate & validity to be stipulated in the contract (3% of annualized contract value valid for three months beyond entire service execution period).
- 10.0 Online Bid must be uploaded together with the Integrity Pact and the same must be duly signed digitally. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 11.0 All the tendered items shall be procured from a single source. Bidders must submit their offer for all the tendered items & quantity. Evaluation of offers shall be based on total value of all the tendered items & quantity. Offers received for part items or quantity shall be rejected straightaway. Hence, bidders are requested to quote accordingly.
- 11.0 Bidders are required to submit their price bids strictly as per the formats provided in **Annexure-E**.
- 12.0 Bidders shall accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:
- i) Liquidated Damages
 - ii) Warranty/Guarantee of material
 - iii) Arbitration / Resolution of Dispute
 - iv) Force Majeure
 - v) Applicable Laws

B) BID EVALUATION CRITERIA:

The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per General Terms and Conditions for Global Tender and the Bid Evaluation Criteria given below:

- 1.0 Bidders must submit prices as indicated in the price bid format provided in **Annexure-E**.
- 2.0 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3.0 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections / adjustments given herein.

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2) For enquiries with duty exemption benefit – Indigenous bidder shall be eligible for concessional rate of GST @5% against Essentiality Certificate.

4.0 The total value of (L) will be compared for evaluation. Parameters which are not applicable as per the tender document/scope of work are to be excluded.

- A)** Total cost of materials:
- B)** Total cost of commissioning & mandatory spares (if applicable):
- C)** Total basic Material Value (A+B)
- D)** Total TPI & packing/forwarding Charges, if any (if applicable):
- E)** Total Ex-works Value (C+D):
- F)** GST on E as quoted by bidder:
- G)** FOR Despatching station value (E+F)
- H)** Total freight & insurance charges upto Duliajan including taxes:
- I)** Total FOR Duliajan Value(G+H)
- J)** Total PDI/Inst. &Comm./Training/AMC/ Onsite support charges (as applicable) including taxes:
- K)** Total cost of operational spares (if applicable) including taxes:
- L)** Total (I+J+K)

Note: 1) If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

2) Purchase preferences as per Govt. policy in vogue applicable/mentioned against the tender shall be evaluated subject to meeting the tender criteria.

5.0 Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

***** **END OF ANNEXURE – B** *****

APPENDIX – 1

RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

- 1.0 Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide office memorandum F. No. 6/18/2019-PPD dated 23rd July, 2020 (order-Public Procurement no.1) has proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 w.e.f. 23rd July, 2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security. Bidders are requested to take note of the following clauses and submit their offers accordingly wherever applicable.

Bidders must submit duly sealed & signed undertaking as per format provided vide, **“PROFORMA -1”** along with the technical bid.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India “for the purpose of this Order means: -
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person (s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract any job related to the procurement (e.g. installation and commissioning, Annual Maintenance Contract etc.) to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

PROFORMA -1
(to be submitted alongwith technical bid)

Format for Undertaking by Bidders towards compliance of office memorandum F. No.
6/18/2019-PPD dated 23rd July, 2020 (Public Procurement no. 1) issued by Department of
Expenditure, Ministry of Finance, Govt. of India

(To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

Tender No. _

Dated _

OIL INDIA LIMITED
MATERIALS DEPARTMENT
DULIAJAN, ASSAM, INDIA

Dear Sirs,

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where evidence of valid registration by the Competent Authority shall be attached.]”

We also agree that, during any stage of the tender/contract agreement, in case the above information/documents submitted by us are found to be false, Oil India Limited has the right to immediately reject our bid/terminate contract at any stage and carry out further legal action on us in accordance with law.

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 : This form should be returned along with offer duly signed.

PROFORMA -2
(to be submitted alongwith technical bid)

Format of undertaking by Bidders towards submission of authentic information/documents
(To be typed on the letter head of the bidder)

Ref. No. _____

Date _____

Sub: Undertaking of authenticity of information/documents submitted

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

To,
The HOD-Materials
Materials Deptt,
OIL, Duliajan

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

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)

PROFORMA – 3
(to be submitted alongwith technical bid)

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(Name of the bidder).....hereinafter referred to as "The bidder/
Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section: 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 -Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

Section 3 -Disqualification from tender process and exclusion from future Contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or risibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Any issue relating to execution of contract, if specifically raised before the IEMs shall be looked into by IEMs.

Section 4 -Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section: 6 -Equal treatment of all Bidders/Contractor/Subcontractors

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

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

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 -Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

Section:9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section:10 -Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal

Place.
Date .

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

PROFORMA –4

(to be submitted alongwith technical bid)

DECLARATION FOR BID SECURITY

To,
M/s. Oil India Limited
.....,
.....

Sub:
Tender No:.....

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum/Addenda), we M/s. (Name of Bidder) have submitted our offer / bid no.....

We, M/s _____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/banning list (as per policies of OIL INDIA in this regard), if we are in breach of our obligation(s) as per following:

- have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- having been notified of the acceptance of our Bid by the OIL INDIA LIMITED during the period of bid validity:
 - fail or refuse to execute the Contract, if required, or
 - fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - Fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- having indulged in corrupt/fraudulent/collusive/coercive practice as per procedure.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

PROFORMA – 5

PERFORMANCE SECURITY FORM

TO,
OIL INDIA LIMITED,
DULIAJAN - 786 602
ASSAM, INDIA

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contact No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (May incorporate the Bank Name) have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____ day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO: IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contract Person at the Controlling Office with Mobile No. and e-mail address:.

Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall be restricted up to Rs
- b) This guarantee shall be valid till
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (Date of Expiry of BG PLUS one year claim period).
- d) At the end of the claim period that is on or after (Date of expiry of the Bank Guarantee Plus Minimum of 1-year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address: SIGNATURE

AND SEAL OF THE GUARANTORS: _____

Designation: _____

Name of the Bank: _____

Address: _____

PROFORMA – 6
(to be submitted alongwith technical bid, if applicable)

FORMAT FOR CERTIFICATE OF COMPLIANCE OF FINANCIAL CRITERIA

Ref: Clause No. B - Financial Criteria of the BEC

Tender No.: _____

I the authorized signatory(s) of (Company or firm name with address) do hereby solemnly affirm and declare as under:-

The balance sheet/Financial Statements for the financial year _____ (as the case may be) has actually not been audited as on the Original Bid closing Date.

Place :.....

Date :.....

Signature of the authorized signatory

Note: This certificate are to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date.

PROFORMA - 7
(to be submitted alongwith technical bid, if required)

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTARD ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s.....(Name of the bidder) for the last three (3) completed accounting years upto..... **(as the case may be)** are correct

YEAR	TURN OVER In INR (Rs.) Crores/ US \$ Million) *	NET WORTH In INR (Rs.) Crores / US \$ Million) *

*Rate of conversion (if used any): USD 1.00 = INR

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

NOTE: As per the guidelines of ICAI, every practicing CA is required to mention Unique Document Identification Number (UDIN) against each certification work done by them. Documents certified by CA without UDIN shall not be acceptable.

ANNEXURE-C

(to be submitted alongwith technical bid)

CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

A) COMMERCIAL CHECKLIST:

Sl No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered ?	Yes / No
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	Yes / No
3.0	Whether declaration for bid security is submitted	Yes / No
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of NIT Payment Terms	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule ?	Yes / No
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	Whether indicated the place from where the goods will be dispatched. To specify :	Yes / No
10.1	Whether road transportation charges up to Dulaijan quoted?	Yes / No

10.2	Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.5	Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether all BRC/BEC clauses accepted & documents submitted as per NIT?	Yes / No
12.0	Whether Integrity Pact with digital signature uploaded?	Yes / No
12.1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No

B. TO BE FILLED UP IN DETAIL:

Sl No	Requirement	Bidder's Reply
01	Offer reference & Date	
02	Name, Address, Phone No & E-mail of Bidder	
03	Bank details of Bidder	
04	Name of Manufacturer	
05	Bid validity	
08	Payment Terms	
09	Guarantee/Warranty Terms	
10	Delivery Period	
11	Country of Origin	
12	Port of Shipment / Place of Despatching Station	
13	Confirm submission Integrity pact, if required as per NIT	
14	Confirm acceptance of PBG clause, if required as per NIT	
15	Compliance to: Liquidated Damage Warranty/Guarantee Arbitration/Resolution of Dispute Force Majeure Applicable laws	
16	Confirm submission of the balance sheet/Financial Statements for the financial year 2020-21. If not, whether declaration as per BRC submitted (refer Proforma-6).	
17	Confirm submission of undertaking towards authenticity of submitted documents (refer Proforma - 2).	
18	Confirm submission of undertaking by Bidders towards compliance of office memorandum F. No. 6/18/2019-PPD dated 23 rd July, 2020 (refer Proforma - 1).	
19	Exception/Deviations quoted, if any, to be given in details or refer to respective page of the bid documents	

Signature _____
Name _____
Designation _____

Annexure - SLA

Table 1 – Details of SLAs

1. Definitions of Services:	
1.1	Severity Level 1: Refers to one or a combination of the following scenarios – a) Unavailability of two rack servers. b) Unavailability of two or more disks of the storage solution.
1.2	Severity Level 2: Refers to one or a combination of the following scenarios – a) Unavailability of one rack server. b) Unavailability of one disk of the SAN storage solution
1.3	Severity Level 3: Refers to a scenario when the service is available but there is compromise/failure/abnormal function on the following and intervention is required to fix the problem to bring the service to Normal Level. a) Any feature/component of the SAN storage solution b) Any feature/component of the rack servers c) Any hardware component including redundant parts/controllers etc.
1.4	Resolution Time: Represents the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.
1.5	<u>Recovery Time:</u> Represents the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.
1.6	<u>Response Time:</u> Represents the period of time from the problem occurrence to the time when the problem is first attended by your engineer
1.7	<u>Percentage of downtime per incident (PI)</u> = (Duration in minutes of total recovery time– threshold time against given severity level) / (Total working time in minutes) <u>Total downtime in a quarter</u> = Sum(PI) in a quarter Where ‘Recovery time’ is defined elsewhere in the table. ‘Threshold time’ defines the limit to which the persistence of the problem will be tolerated. ‘Total working time in minutes in a quarter’ will be calculated by excluding planned downtime.

Table 2 – Service Level Requirement

2. Service level Requirement			
Severity	Response Time Limit	Recovery Time Limit	Resolution Time
Severity 1	1 hour	3 hours	2 days
Severity 2	2 hours	4 hours	3 days
Severity 3	3 hours	6 hours	4 days

Table 3 – Quarterly Penalty Charges against Severity levels

Severity level	Threshold Time (in minutes)	Penalty Charges
Severity 1	120	<p>7 % of quarterly maintenance charges if percentage of downtime for this severity level is greater than 2%.</p> <p>5% of quarterly maintenance charges if percentage of downtime for this severity level is between 1 % and 2% (inclusive of both limits)</p> <p>3% of quarterly maintenance charges if percentage of downtime for this severity level is less than 1%.</p>
Severity 2	240	<p>3 % of quarterly maintenance charges if percentage of downtime for this severity level is greater than or equal to 2%.</p> <p>2% of quarterly maintenance charges if percentage of downtime for this severity level is less than 2%.</p>
Severity 3	360	<p>2 % of quarterly maintenance charges if percentage of downtime for this severity level is greater than 2%.</p> <p>1 % of quarterly maintenance charges if percentage of downtime for this severity level is greater than 2%.</p>
<p>Note: The total penalty charges levied to the bidder will not exceed 15% of the quarterly onsite support service payment.</p>		

Annexure-I

(to be submitted alongwith technical bid, if applicable)

Sample Format of authorisation letter from OEM

(To be typed on the letterhead of the OEM)

Ref. No _____

Date _____

GM- Materials

Oil India Limited,

Duliajan-786 602

Sir,

Sub: Authorisation Certificate

Ref: Your tender enquiry No. _____ Dated _____.

1.0 We hereby authorize M/s _____ to quote for the above tender, on our behalf.

2.0 Onsite warranty and AMC support, including replacement of spares will be provided (tick any of the following)

a) Directly by us.

b) By the bidder on our behalf.

3.0 The make and model quoted is not obsolete and will have support for minimum 5 years from the date of bid closing.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

Email:

(Affix Seal of the Organization here, if applicable)

ANNEXURE- II

(to be submitted alongwith technical bid, if applicable)

Sample undertaking of authenticity letter from Bidder
(To be typed on the letterhead of the Issuing Company)

Ref. No _____

Date _____

The GM (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 Hardware/Software being quoted to you vide our quotation No. cited above, we hereby undertake that all the components/ parts/ assembly/ system software used in the Servers under the above mentioned tender, shall be original, new components/ parts/ assembly only, from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, are being used or shall be used.

We also undertake that in respect of licensed software, it shall be sourced from the authorized source (Authorized Proprietor of the software).

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

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

Signature of Authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

Email:

(Affix Seal of the Organization here)

Annexure-III

(to be submitted alongwith technical bid, if applicable)

Sample Format for Cloud platform OEM– Certifying the proposed solution design to be hardware independent

(To be typed on the letterhead of the OEM)

Ref. No _____

Date _____

GM- Materials (HOD)

Oil India Limited,

Duliajan-786 602

Sir,

Sub: Certificate confirming the solution design to be hardware independent

Ref: Your tender enquiry No. _____ Dated _____.

We hereby, confirm that the IAAS solution proposed against the above mentioned tender, comprising of rack servers, switches, VCF, OSs etc. is not dependent on a particular hardware OEM i.e. in future any number of rack servers of different OEMs can be added to the solution in the same cluster.

Also, the management servers/VMs proposed in the solution should be able to manage the newly added servers of different OEMs and thus, no new requirement of management servers/VMs should be needed.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

Email:

(Affix Seal of the Organization here, if applicable)

Annexure-V

Existing VCF Infrastructure

Objective of Procurement

The main objective is to expand the existing VMWare Cloud Foundation (VCF) infrastructure with additional 2 VSAN ready nodes (servers).

Existing Infrastructure:

In the existing infrastructure, VCF 4.0 Advanced is deployed in 7 VSAN ready nodes as per Standard Architecture with one management domain (MD) and one workload domain (WD). The MD consists of 4 nodes and the WD consists of 3 nodes.

Brief Hardware Configuration of each node in MD and WD:

Processor: 2X18 cores

Memory: 512 RAM

Disk drive: 6 x internal 1.92 TB SSD

NIC: 4 x Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm and 2 X 10 GbE and 1X1 GbE BMC

HBA: 1 x QLogic 2692 Dual Port 16Gb Fibre Channel HBA, PCIe Low Profile

Storage Boot: 2X32 GB SATA-DOM or SD Card

Requirements:

1. Two nodes must be compatible with the existing infrastructure and would share the same management cluster.
2. The two nodes would be part of the WD vSAN cluster and the disks of the new nodes would be added to the same vSAN cluster.
3. The servers can also be connected to the external SAN through Fiber Channel. This has to be factored by the Hardware vendor.
4. The external Storage must be configured to use vVOL for simplified operation through policy driven automation that enables more agile storage consumption for VMs and dynamic adjustments in real time when needed. Refer to the link for further details on vVOL compatibility. <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/products/virtualvolumes/vmw-vsphere-virtual-volumes-vvols-solution-overview.pdf>
5. The implementation of the solution to be done through VMware Professional.

Annexure-VI

Existing SAN storage architecture

Existing SAN storage: IBM V3700

Capacity Allocation:

RAW capacity: 57.01 TB

Spare capacity: 3.82 TB

Total capacity: 60.83

RAID configuration: RAID 5

Total usable capacity: 48.81 TB

Current used capacity: 28.33 TB

Hosts and connectivity:

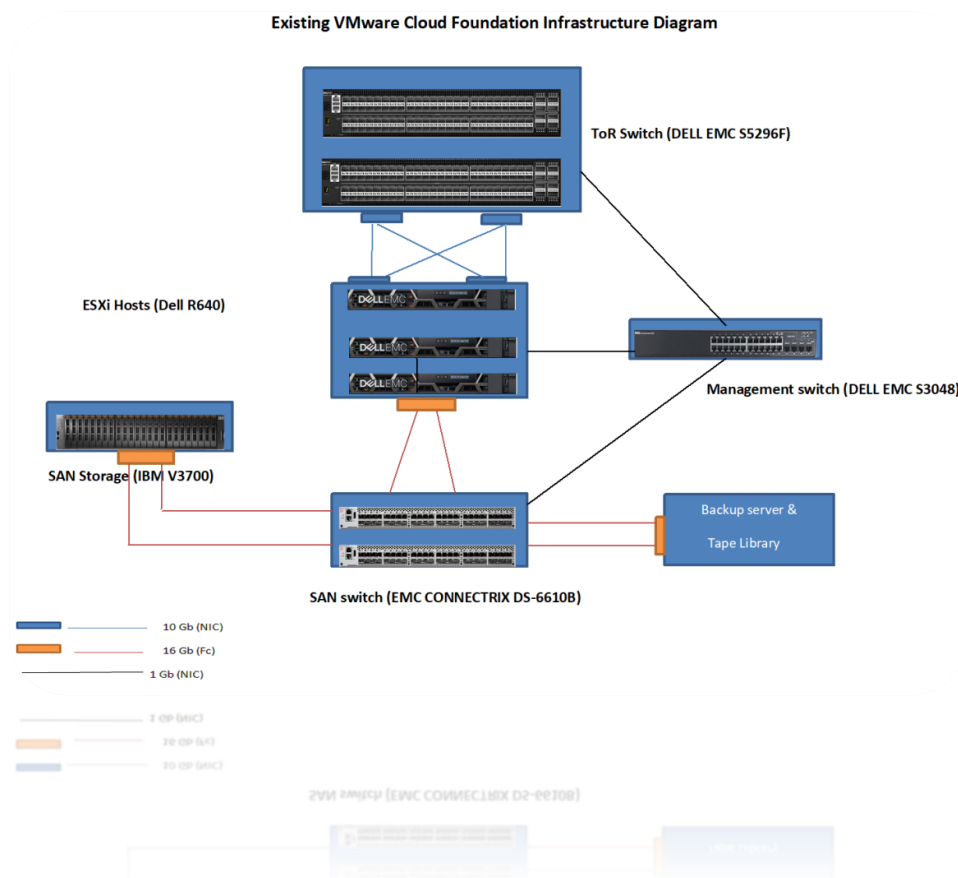
Hosts	Description	Connectivity
1) Msvsqli cluster	Microsoft SQL cluster	iSCSI
2) vmbackup	SAN storage primary backup	FC
3) vmwarecloud	VCF infrastructure	FC

Type of Data:

1) Database data

2) VM data

3) SAN storage primary backup data



ANNEXURE-NDA

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:

Name:

Designation:

Signature:

Name:

Designation: