#### OIL INDIA LIMITED

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

# INVITATION FOR BID LOCAL COMPETITIVE BID

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

Tender No	Bid Closing/ Opening Date	Item & Qty
SDI7910P16 DT:21.07.2015	24.09.2015	DOCUMENT MANAGEMENT SYSTEM

Tender fee (Non-refundable): Rs 1,000.00; Bid Closing/Opening Time: (11 Hrs.) IST/(14 Hrs.) IST; Period of sale of documents till 08.09.2015. The complete bid documents and details for purchasing bid documents, participation in E-tenders are available on OIL's e-procurement portal <a href="https://etender.srm.oilindia.in/irj/portal">https://etender.srm.oilindia.in/irj/portal</a> as well as OIL's website <a href="https://etender.srm.oilindia.in/irj/portal">www.oil-india.com</a>.

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

# 9

#### OIL INDIA LIMITED

# (A Government of India Enterprises) PO: Duliajan – 786602

Assam (India)

**TELEPHONE NO. (91-374) 2808719** 

FAX NO: (91-374) 2800533

 ${\bf Email: tuhin\_roy@oil india.in \; ; \; erp\_mm@oil india.in \; }$ 

# **FORWARDING LETTER**

Tender No. : SDI7910P16 Dtd 21.07.15

**Tender Fee** : Rs 1,000.00

Bid Security Amount : Rs 7.91 Lakhs

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Bid Closing on : As mentioned in the e-portal

Bid Opening on : -do-

Performance Security : Applicable

**Integrity Pact** : Applicable

Date of pre-bid conference : 09.09.2015 and 10.09.2015

Time of pre-bid conference: 09.00 AM onwards.

Venue of pre-bid conference : Kolkata / Guwahati

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

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

#### **NOTES:**

- (1) A Pre-Bid Conference with the Parties will be held at Kolkata / Guwahati to discuss on the technical specifications and other terms and conditions of the tender. All the Parties who purchase the Tender Document within the Last date of issue of user id and password i.e. 08.09.2015 (or amended otherwise) will be eligible to attend the Pre-Bid Conference. The exact venue and time of the Pre-Bid conference will be intimated to the Parties at a later date.
- (2) Clarification on the technical specifications and other terms & conditions of the tender shall be provided to the parties during the Pre-bid Conference. Parties should come fully prepared to the Pre-bid Conference and submit their queries to OIL in the Pre-bid

Conference for clarification. The set of queries shall be sent to OIL at least 5 days before the Pre-bid Conference for study by OIL.

- (3) Any changes in the technical specifications and other terms & conditions of the tender arising out of discussion in the Pre-bid Conference shall also form part of the tender document. In the Pre-bid Conference specifications, terms and conditions of the NIT will be frozen and no request for amendment to NIT shall be entertained after the pre bid conference.
- (4) Bidders shall depute representatives who are competent enough and authorized to take on the spot decision. At the most 2 (Two) representatives from each party shall be allowed to participate in the pre-bid conference. All costs for attending the pre-bid conference shall be to the bidder's account.
- (5) Bidders, immediately after the purchase of the Tender documents, shall inform OIL at the following address about their participation in the Pre-Bid Conference with details of the persons to enable OIL to make arrangement for the Pre-Bid Conference.

HEAD – MATERIALS, OIL INDIA LIMITED P.O DULIAJAN, PIN – 786 602, DIST. DIBRUGARH (ASSAM) INDIA FAX NO.: +91 - 374 – 2800533, E-Mail: tuhin roy@oilindia.in

# The tender will be governed by:

- a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.
- b) Technical specifications and Quantity as per **Annexure 1A**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area > Tender Documents.
- d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- e) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL's website (<a href="www.oil-india.com">www.oil-india.com</a>) and in the e-portal (<a href="https://etenders.srm.oilindia.in/irj/portal">https://etenders.srm.oilindia.in/irj/portal</a>) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.
- f) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- g) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the Technical RFX Response.

# **Special Note:**

# 1.0 General Qualification Criteria:

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

atc.	
Criteria	Complied /
	Not Complied.
	D
	Documentary
	evidence submitted /
	not submitted
Annual financial turnover of the firm in any of the last 3 financial	
years or current financial year should not be less than Rs 7.90	
Crores.	

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

2.0 Vendors having OIL's User ID & password shall purchase bid documents on-line through OIL's electronic Payment Gateway.

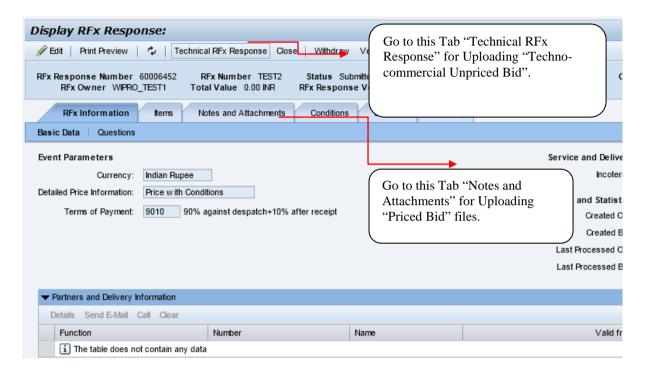
Vendors who do not have OIL's User ID & password shall obtain User ID & password through online vendor registration system in e-portal and can subsequently purchase bid documents through OIL's electronic Payment Gateway.

Alternatively application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to <a href="Head-Materials">Head-Materials</a>, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto <a href="Mea08.09.2015">Mea08.09.2015</a> (or as amended in e-portal). The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ..." for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com.

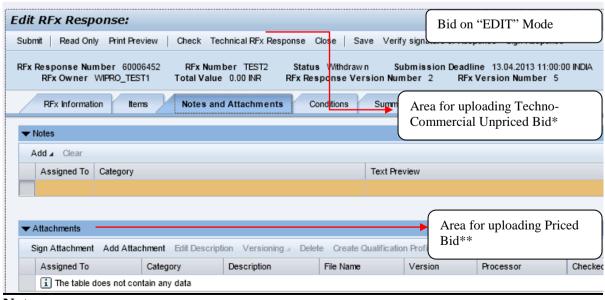
#### **NOTE:**

- a) Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).
- b) PSUs and MSE units are provided tender documents Free of Cost (as per govt guidelines), however they have to apply to OIL's designated office with supporting documents to issue the tender documents before the last date of sale of tender document mentioned in the tender.
- 3.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.
- 3.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User > Technical Bid only. The

- "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. Please note that no price details should be uploaded in Technical RFx Response.
- 3.2 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. The prices of the items should be quoted in "Conditions Tab". Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments".
- 3.3 A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in Annexure-CCC.



On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Unpriced Bid" and "Priced Bid" in the places as indicated above:



Note:

- \* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details **except the prices**.
- \*\* The "Price bid" must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Atachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and clock on OK to save the File.
- 4.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with <u>Tender no.</u> and <u>Due date</u> to <u>Head Materials</u>, <u>Materials Department</u>, <u>Oil India Limited</u>, <u>Duliajan 786602</u>, <u>Assam</u> on or before the Bid Closing Date and Time mentioned in the Tender.
  - a) Original Bid Security
  - b) Detailed Catalogue (if any)
  - c) Any other document required to be submitted in original as per tender requirement

All documents submitted in physical form should be signed on all pages by the authorised signatory of the bidder and to be submitted in triplicate.

- 5.0 Benefits to Micro & Small Enterprises (MSEs) as per prevailing Govt guidelines as applicable on B.C date shall be given. MSEs who are interested in availing the benefits will upload with their offer proof of their being MSE registered for the item tendered. The MSE are also required to upload scanned copies of relevant documents indicating details of registration alongwith validity, name of the registering organization and details of the item, ownership etc., failing which, their offer may not be liable for consideration of benefits to MSEs.
- 6.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 7.0 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.
- 8.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 9.0 **SINGLE STAGE TWO BID SYSTEM** shall be followed for this tender and only the PRICED-BIDS of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 10.0 a) The Integrity Pact is applicable against this tender. Therefore, please submit the Integrity Pact document duly signed along with your quotation as per BRC. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by

the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway".

b) The name of the OIL's Independent External Monitors at present are as under:

SHRI RAGHAW SHARAN PANDEY, IAS (Retd.), Former Secretary, MOP & NG, e-Mail ID: rspandey\_99@yahoo.com

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

- 11.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders) elsewhere, those in the BEC / BRC shall prevail.
- 12.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 13.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

# **NOTE:**

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

**Yours Faithfully** 

Sd-(T. ROY) DEPUTY MANAGER MATERIALS (IP) FOR: HEAD-MATERIALS Tender No & Date: SDI7910P16 Dtd 21.07.15

# BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC)

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

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

<u>Criteria</u>	Complied Not Complied.	/
	(Remarks any)	if
1.0 BID REJECTION CRITERIA (BRC):	•	
The bid shall conform generally to the terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.		
A) TECHNICAL:		
a) Bidder should have the capability to implement projects in terms of industry experience and manpower of required qualification & experience and project management skills. Bidder should have implemented at least two Document management system projects within the last five years from the bid closing date. Documentary evidence has to be provided for the same. The projects should have included supply of software, complete implementation of DMS with at least 50 users, execution of workflow processes in DMS, digitization of at least two million documents. Certificates from customers should be submitted in support of this. Self-certifications will not be accepted.		
b) Bid(s) not complying with Delivery, installation & commissioning, implementation, and warranty, training and AMC clauses of NIT will be rejected.		
c) The bidder should quote for all the items mentioned in the tender, failing which their bid will be rejected.		
d) The Bidder has to be OEM/Joint Venture of OEM/Subsidiary of OEM/Authorized Dealer of OEM. Joint Venture companies, subsidiaries and authorized dealers must submit an Authorization certificate (in original) from		

OEM, as per Annexure-A, attached herewith, stating that the OEM will provide support directly or through the particular dealer during the warranty period and the validity of the certificate should be for a minimum period of eighteen (18) months from the date of submission of offers/bids, failing which their offer will be rejected. In this clause, OEM here refers to the OEM of the DMS Software solution.

e) Bidder must assure to carry out workflow study as detailed in NIT, failing which their bid will be rejected.

# B) COMMERCIAL:

i). Validity of the bid shall be minimum 120 days from the Bid Closing Date.

# ii). Bid security:

The bid must be accompanied by Bid Security of **Rs 7.91 Lakhs** in OIL's prescribed format as Bank Guarantee or a Bank Draft/Cashier cheque in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. **The Bank Guarantee towards Bid Security shall be valid for 10 months from Bid closing date.** (i.e. upto 24.07.16).

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

If bid security in ORIGINAL of above mentioned Amount and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.

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

The format of Bank Guarantee towards Bid Security (Annexure – VII) has been amended to Annexure – VII (Revised) and bidders should submit Bank Guarantee towards Bid Security as per Annexure – VII (Revised) only.

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

**iii).** Bids are invited under "Single Stage Two Bid System". Bidders have to submit both the "Techno-commercial Unpriced Bids" and "Priced Bids" through electronic form in the OIL's e-Tender portal within the bid

Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. Any offer not complying with the above shall be rejected straightway.

- v). The successful Bidder will have to provide Performance Security as below:
  - a) 1<sup>st</sup> Performance Security @ 10% of (Software + Hardware + Digitization of document) value shall be submitted after receipt of order. The Performance Security shall be valid for entire period of warranty of 1 year from the date of commissioning.
  - b) 2<sup>nd</sup> Performance Security @ 10% of 4 years AMC value shall be submitted before expiry of 1<sup>st</sup> Performance Security. The Performance Security shall be valid for entire period of AMC of 4 years.

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

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

- **iv).** The Bank Guarantee should be allowed to be encashed at all branches within India.
- v). The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- vi). Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- vii). All the Bids must be Digitally Signed using "Class 3" digital certificate with Organisation's name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3 with Organisation's Name" digital certificate, will be rejected.
- **viii).** Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.

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

# xi). Integrity Pact:

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure DDD of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be submitted by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway".

- xii). A bid shall be rejected straightway if it does not conform to any one of the following clauses:
- (a) Validity of bid shorter than the validity indicated in the Tender.
- (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- (c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.
- (d) In case the Party refuses to sign Integrity Pact.
- (e) Average Annual Turnover of a bidder lower than the average Annual turnover mentioned in the Tender.

# 2.0 BID EVALUATION CRITERIA (BEC)

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

# A) TECHNICAL:

- a) Prior to the detailed evaluation, company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation.
- b) The bids conforming to the technical specifications and considered to be responsive will be further evaluated as per the Bid evaluation criteria after subjecting to the Bid rejection criteria as given above.
- c) The total of all the items quoted, including four (4) years AMC charges, will be considered for commercial evaluation.

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

# **B) COMMERCIAL:**

- i). To evaluate the inter-se-ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.
- ii) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".
- iii). To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

# **NOTE:**

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

# TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No & Date: SDI7910P16 Dtd 21.07.15

	Complied / Not Complied. (Remarks if any)
1. Preamble	•
OIL INDIA LIMITED (OIL) is a Government of India NAVARATNA company, engaged in Exploration, Production and Transportation of Crude oil & Natural gas and Production of LPG in India with participating interest in E&P sector in various overseas projects.	
2. Objective of Document Management System (DMS)	
Since the rising volume of physical documents inside the organization is becoming difficult to manage, Oil India Limited is planning to implement an Enterprise wide Document Management System for the purpose of scanning, digitizing and uploading (storing), managing and accessing documents, drawings and maps so that the users would enjoy secured, rights-based access to the documents.	
Oil India Limited invites bids for the following:	
<ul> <li>a. Supply of DMS solution software and hardware as described in this document.</li> <li>b. Installation &amp; commissioning of supplied solution.</li> <li>c. Warranty of the solution for one year.</li> <li>d. Training to various categories of users.</li> <li>e. Scanning and Digitization of documents for one year.</li> <li>f. Annual Maintenance of the supplied solution for four years, as described in the AMC Clause of this document.</li> </ul>	
3. Scope of Work	
A) SUPPLY OF HARDWARE & SOFTWARE:	
<ol> <li>The Document Management System software &amp; hardware will be supplied by the bidder as part of a turnkey project.</li> <li>The installation, configuration &amp; commissioning of all the supplied Hardware will be carried out by the bidder.</li> <li>The installation &amp; configuration of the DMS software (as well as any associated software) will be carried out by the bidder.</li> <li>Installation, configuration, scheduling of supplied backup software will be carried out by bidder.</li> </ol>	
B) DELIVERY:	
Materials are to be delivered as detailed below:	
(i) 2 (two) Numbers of Desktop Computer & 2(two) Numbers of Medium Duty Scanner to be delivered at:	

OIL House, Oil India Limited

Plot No. 19, Sector 16 - A, NOIDA. UP - 201301

(ii) 1 (One) Number of Desktop Computer & 1(One) Number of Medium Duty Scanner to be delivered at:

E&D and CEMG group,

5th floor, IT Infra Building, FC-24, Noida 16 A, UP

(iii) 1(One) Number of Desktop Computer & 1(One) Number of Medium Duty Scanner to be delivered at:

OIL House, Plot No. 2A,

Saraswati Nagar, Basni, Jodhpur, Rajasthan

(iv) 1 (One) Number of Desktop Computer & 1(One) Number of Medium Duty Scanner to be delivered at:

11-4-7, 3rd Floor

Nookalamma Temple Street, Ramaraopet, Kakinada-533004, Andhra Pradesh

(v) 1(One) Number of Desktop Computer & 1(One) Number of Medium Duty Scanner to be delivered at:

General Manager (PLS)

Oil India Limited, Pipeline H Q, Noonmati, Guwahati - 781171

(vi) 1 (One) Number of Desktop Computer & 1(One) Number of Medium Duty Scanner to be delivered at:

Head - Calcutta Branch

Oil India Limited, 4, India Exchange Place, Kolkata, West Bengal - 700001

(vii) 1 (One) Number of Desktop Computer & 1(One) Number of Medium Duty Scanner to be delivered at:

**OIL Shipping Office** 

Continental Chambers, 15 A Hemanta Basu Sarani, Kolkata-700001

viii)1 (One) Number of Desktop Computer & 1(One) Number of Medium Duty Scanner to be delivered at:

Centre of Excellence for Energy Studies,

INTEGRA, Opposite PIBCO, Rukminigaon, G.S. Road, Guwahati, Assam, Pin:781022

ix) All other materials are to be delivered at:

Head Materials,

Materials Department, Oil India Limited, Duliajan, District- Dibrugarh, Assam - 786602

- C) Scanning and Digitization of documents:
- 1) The bidder will be responsible for:
- a) Receipt of the documents from the various departments for digitization
- b) Serialization of pages.
- c) Applying transparent pages to torn pages (transparent pages to be supplied by the bidder.)

- d) Scanning and uploading of documents as mentioned from point 1 to 5 under Line Item No. 90 with heading "Scanning and Digitization of Documents" to the DMS system and making the documents available in the system.
- e) Digitization of documents as mentioned in point 6 under Line Item No. 90 with heading "Scanning and Digitization of Documents" and making the digitized documents available in the system.
- f) Handing over the physical documents to the respective departments after scanning (and digitization for documents mentioned in point 6 under Line Item No. 90 with heading "Scanning and Digitization of Documents") is complete.
- g) Digitization facilities for conversion of physical paper-based engineering drawings into AutoCAD format. Any third-party software required must be supplied along with the solution as stated earlier.
- 2)Scanning (and digitization for documents mentioned in point 6 under Line Item No. 90 with heading "Scanning and Digitization of Documents")of the data as identified by the departments will be carried out by the bidder and data will be uploaded into the system within the stipulated period.
- 3) Bidder shall be responsible for receipt of physical documents and handing them over to the respective departments after scanning (and digitization for documents mentioned in point 6 under Line Item No. 90 with heading "Scanning and Digitization of Documents") as and when required.
- 4) Bidder has to collect a scanning certificate (and digitization certificate for documents mentioned in point 6 under Line Item No. 90 with heading "Scanning and Digitization of Documents") after every quarter from the respective department specifying the number of documents scanned (and digitized). The certificate shall also mention that these documents provided by the department to the bidder have been returned to the department.

# D)Integration with SAP:

1. The bidder must integrate DMS with SAP. SAP end-users should be able to refer to and retrieve documents from DMS as and when required. The following modules of ECC 6.0 namely HR, FICO, MM, PS, SD, PM and ESS and also SRM must be integrated with DMS. Components such as connector etc., if used for integration, must be SAP-certified.

#### E) TIME-FRAME:

- a) The installation and commissioning of the complete DMS solution should be completed within 120 days of the placement of firm order by OIL as already stated.
- b) One year Warranty will start after completion of installation and commissioning.
- c) Scanning and digitization of documents will start after successful completion of installation and commissioning and must be completed within a year.

# F) Warranty:

- a) Minimum 1 (One) year comprehensive onsite warranty for all supplied software and hardware. This will include all custom reports developed by the bidder during implementation. Warranty of hardware will start after successful commissioning of the equipment, including backup solution and SAN and all necessary configuration of the same. Software warranty will start the day after successful installation and configuration of the software supplied.
- b) Successful bidder shall have to supply and install all upgrades released for the supplied software applications during the warranty period.
- c) Any software or hardware problem shall have to be rectified within 72 hours of reporting the call, else penalty will be levied as per Penalty clause in this document.
- d) The successful bidder will be wholly and solely responsible for the required uptime of the overall solution during the warranty period. Successful bidder shall have to supply and install all upgrades released for the supplied software applications during the warranty period, at no extra cost to OIL. Supply and upgrading of any DMS application patches, bug fixes, database-related patches, OS patches or firmware will also be the responsibility of the successful bidder. The bidder will be responsible for the upkeep of the entire hardware, DMS software as well as any third-party software during the warranty period. An escalation matrix must also be provided to OIL by the successful bidder within two months of the commissioning of the system.
- e) A minimum inventory of hardware spares must be maintained at Duliajan so that there is no downtime due to sourcing of spares when the situation arises.
- f)The bidder must conduct a department-wise study for finding out the type of users, their authorization levels, etc. The creation of different types of users for all the departments will be done by the bidder.
- g) During the warranty period, bidder must depute 2(two)engineers(one engineer for hardware maintenance and one engineer for DMS Solution Support) at Duliajan exclusively against this order.
- h) The engineers deputed for warranty services should report every OIL working day at 07.00 AM at OIL, Duliajan. In case the engineer is on leave, a replacement engineer should be deputed within 24 hours, for providing the warranty services. If the engineer does not report for duty, penalty as mentioned in penalty clause will be levied.

# G. Payment Terms:

- a) Payment for 70% of the cost of Software & Hardware will be paid on delivery of the same.
- b) Payment for 30% of the cost of Software & Hardware and 100% of installation, commissioning and integration charges will be made after successful installation and commissioning of the solution. OIL will issue a commissioning certificate only after completion of installation & commissioning as defined in this document.
- c) Payment for digitization and scanning of documents will be made on quarterly basis on actuals. The bidder will submit invoices on the actual quantum of work done during the previous quarter. The invoice must clearly mention the period concerned, OIL's Purchase Order No. and the individual

items being billed for as per Price Schedule format. The bidder must also enclose the scanning certificates ( and digitization certificates for documents mentioned in point 6 under line item No. 90 with heading "Scanning and Digitization of documents") collected from respective departments. Payment will be processed for the number of documents as mentioned in the scanning certificates (and digitization certificates in case of digitization).

- d) Payment of training charges will be made after successful completion of training.
- e) Payment for AMC shall be made to successful bidder on quarterly basis at the end of the period, taking into account any applicable penalties for that period.

# H. Penalty Terms:

In case of default by the bidder, penalty will be imposed as follows:

a) Delay beyond 72 hours in providing maintenance support either during warranty period or during tenure of AMC: Rs. 3000.00/- per day beyond the stipulated period (72 hours of reporting). In case of absence of the engineer for more than 24 hours without replacement, a penalty of Rs. 500/- per engineer will be levied on per day basis. If for any reason, the bidder fails to provide services within seven successive days from the date of reporting, the period of Warranty or AMC will be extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty, subject to a maximum of 15% of the total order value.

#### I. Others:

1. The bidder must deploy requisite number of digitization operators, scanning operators and system administrators at customer's site for a period of one year after the successful completion of installation and commissioning.

#### Note:

- a. The main scanning and digitization team will have to be deployed at Duliajan.
- b. Apart from the above, 1(one) scanning operator each will have to be posted at all the other sites mentioned in the delivery locations except at E&D and CEMG group, 5th floor, IT Infra Building, FC-24, Noida 16 A, UP where 2 (two) scanning operators will have to be deployed. A scanning operator must also be deployed at SB tower, 6th Floor, Noida (the full address of this location is given in point (b) under the heading 'Installation and Commissioning'.)
- 2. The integration of the DMS with SAP will be carried out by bidder. The related SAP modules will be identified by OIL with the help of the bidder.
- 3. Random quality control of the digitized documents must be done by the bidder using Image Quality Analyzer(s). These must be regularly vetted by the OIL personnel who will be involved with the project. In case digitization of any particular document/ batch of documents is not satisfactory, the process shall have to be repeated at no extra cost to OIL.

- 4. Client side software, if any, must be supplied, installed and configured by the bidder.
- 5. All patch upgrades, version upgrades, firmware upgrades, bug fixes, database-related patches of the supplied software (including any third-party software provided with the DMS software) must be supplied and installed by the bidder. The bidder will be responsible for the upkeep of the entire hardware, DMS software as well as any third-party software during the entire duration of the PO.
- 6. Any third-party software, if necessary, to perform any of the aforementioned jobs has to be supplied, installed and configured by the bidder at no extra cost to OIL.
- 7. During the whole project period, the bidder is required to carry out knowledge sharing as well as sharing of all configuration-related documents with OIL.
- 8. The bidder must submit the detailed resumes of the persons who will be deputed for the following, along with the bid:
- a) Solution implementation personnel (overall in-charge of the project): must have experience of at two similar implementations of the quoted DMS solution.
- b) Digitization personnel (number to be decided by the bidder)
- c) Administrator: should have at least two years of experience in configuration and administration of the quoted DMS solution.

In case of not being satisfied with the performance of any of the persons deputed for the above categories of jobs, OIL reserves the right to ask for change of any or all of the concerned persons. The successful bidder will have to provide suitable replacement personnel within a maximum period of two weeks of receiving such a notice from OIL.

- 9. Bidder must quote the price of the items as per the price schedule format given in Annexure-III.
- 10. The DMS solution must have provision for workflow implementation. The bidder must undertake workflow study and OIL, in consultation with the bidder, may implement 5 workflows during the tenure of the PO.
- 11. Printed Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.
- 12. The Bidder should provide an Undertaking of authenticity for the Quoted Server and Desktop Computer only,(in original), from OEM(two seperate certificates if server and Desktop Computers are from different OEM), as per Annexure-II, should be attached, stating that no duplicate/second hand components/parts/assembly/software, shall be used in the Server/Desktop Computer, failing which, their offer shall be liable for rejection.
- J. Confidentiality Agreement

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

#### K. CHECKLIST:

The bidder has to submit the checklist of the items as per the format given below.

- 1. Quoted for all Software
- 2. Quoted for all Hardware
- 3. Agreed to Scope of Work
- 4. Agreed to Delivery, Installation & Commissioning Terms
- 5. Agreed to Training Terms
- 6. Agreed to Bid Evaluation Criteria/Bid Rejection Criteria
- 7. Agreed to Warranty Terms
- 8. Agreed to Annual Maintenance Services Terms
- 9. Quoted Price as per Price Schedule Format Annexure-III
- 10. Agreed to Payment Terms
- 11. Agreed to Penalty Terms
- 12. Submitted Authorization Letter from OEM of the DMS Software solution, OEM of the Server, OEM of the Tape Library and OEM of the SAN storage as per format Annexure-A
- 13. Submitted Authentication Letter for the Quoted Server and Desktop Computer only, (in original), from OEM (two separate certificates if server and Desktop Computers are from different OEM), as per format Annexure-II.
- 14. Submitted duly filled Compliance sheet for scope of work and technical terms as per format Annexure-IV and Annexure-V respectively
- 15. Submitted Printed Technical. Brochure/Product Catalogue
- 16. Submitted duly signed and sealed NDA.

# **Technical Specifications:**

# Item No 1. DMS SOFTWARE. Qty = 1 No.

#### TECHNICAL SPECIFICATIONS OF THE DMS SOFTWARE:

Criterion & Description

# A. <u>General Features</u>

- 1. Perform Image Enhancement Activities (like de-skewing, de-speckling & noise reduction) during and immediately after scanning.
- 2. DMS software should support all kinds of industry standard TWAIN Direct APIs compatible scanners. We may consider for TWAIN Direct APIs also.
- 3. DMS should provide facility for back-up of files and metadata on external drives.
- 4. Batch-wise, file wise and page wise indexing of stored scanned documents, digitized documents and data.
- 5. There should be provision for outlook users to save email and email attachments in DMS repository.

6. DMS must provide Lightweight Directory Access Protocol (LDAP) support for integration with Active Directory services for user authentication and single-sign on. However, there should be provision for user authentication using standard user credentials.

# B. Administration and Management features:

- 1. Multiple-level user-access
- 2. Role-based access:
- 2.1 There must be different categories of users based on their roles and privileges. For example, users may be classified into super-admin, Viewers, Administrator, Group Manager (list is only indicative and not exhaustive)
- 2.2 The software should also have provision for maintaining & monitoring audit trails etc.
- 3. Support multiple permissions like search, read only, read-write, delete etc.
- 4. The software should provide solutions for managing users, managing volumes, descriptors, managing folders and subfolders, managing data- class etc.
- 5. Facility for changing password.
- 6. There should be a check-in check-out feature enabling the user to allow or not allow other users to modify the document when it is being examined.

# C. <u>Taxonomy and Batch Management features:</u>

- 1. The software should let user create document types.
- 2. The user should be able to assign document type to each document by a drop-down list (or any convenient method of selecting the type).
- 3. There should also be a provision for importing and exporting batches of document files into and from the DMS system.
- 4. Provision to 'drag and drop' documents from a local or a mapped drive to a folder in the DMS system and vice versa would be preferred.

# D. **Indexing and Linking of Documents:**

- 1. Scope for single page indexing and multiple page indexing. It should be possible to search any page using at least eight fields such as name of the file, keywords, etc. (This list is only indicative and not exhaustive).
- 2. Certain indices like date of creation with time-stamp should be automatically created. The latest activity/modification date must also be automatically retained.
- 3. DMS should support various metadata types like numeric, float, alphanumeric, etc.
- 4. The indices may be modified or deleted when required by the authorized user.
- 5. Provision of linking documents to other documents. Structured data need to be linked with scanned files using defined parameters.

#### **E. Version Control in the DMS software:**

1. Must have provision for storing multiple versions of the same document.

# F. <u>Searching and Retrieval of documents and folders with DMS</u> software:

- 1. The search module should support multiple search and retrieval methods. These include general search, index—search, search by metadata, full text search, searching on query, keywords search, phrase search, Boolean search.
- 2. Query response lists must be filtered by user permission level i.e. the user

can see only those results which she/he is authorized to see.

# G. Image Management:

- 1. The software should have a feature for full text search using OCR. OCR engine should be licensed software. Details of OCR engine should be furnished.
- 2. It should be possible to import and export images in TIFF, PDF, PDF/A, DWG and XML formats etc.

# H. Architecture and Standards of the DMS software:

- 1. System should be platform independent.
- 2. DMS should comply with ODMA, WebDAV standards.

# I. User Interface:

1. The software should be available as a web-based interface (including the administrator interface) without plug-ins and fully integrate with OIL's Intranet so that user can go to the system from the intranet portal itself.

# J. Records Management:

1. The software should comply with all necessary legal and statutory requirements.

# K. Number of named user License for DMS Application Suite:

1. 170 named licenses for DMS end-users should be provided.

# <u>Item No 2. HEAVY DUTY SCANNER. Qty = 8 Nos.</u>

- A. Make & Model: To be quoted by bidder
- B. Throughput Speed: Min. 50 A4 pages per minute
- C. Optical Resolution: Min. 600 dpi
- D. Max Document Size: A3
- E. Minimum Document Size: 2.5 inch x 3.5 inch or smaller
- F. Feeder: Min. 150 sheet feeder
- G. Duty Cycle: Min. 5000 pages per day
- H. File format Outputs: TIFF, PDF, JPG, BMP, PNG, DOC, etc.
- I. Operating System: Windows 7 (32 and 64 bit), Windows 8 (32 and 64 bit) or higher.
- J. Electrical Requirements: 220 V 50 Hz with Indian power plug
- K. Interface: Minimum 1 Hi-Speed USB 2.0
- L. Software : OCR & Scanning Software with scanner driver utilities in

CD/DVD media

- M. Others
- i) Function: Scan only (Single Function)
- ii) Feature: Duplex Scanning
- iii) USB Cable
- iv) Power Cord (If power supplied through power cable)
- v) User's Manual
- vi) All drivers on CD/DVD media
- vii) OCR & Scanning Software in CD/DVD media

# Item No 3.MEDIUM DUTY SCANNER. Qty = 50 Nos

A. Make & Model: To be quoted by bidder

- B. Throughput Speed: Min. 40 A4 pages per minute
- C. Optical Resolution: Min. 600 dpi
- D. Max Document Size: A3
- E. Minimum Document Size: 2.5 inch x 3.5 inch or smaller
- F. Feeder: Min. 75 sheet feeder
- G. Recommended Daily Volume: Min. 3000 pages per day
- H. File format Outputs: TIFF, PDF, JPG, BMP, PNG, DOC, etc
- I. Operating System: Windows 7 (32 and 64 bit), Windows 8 (32 and 64 bit) or higher.
- J. Electrical Requirements: 220 V 50 Hz with Indian power plug
- K. Interface: Minimum 1 Hi-speed USB 2.0.
- L. Software : OCR & Scanning Software with scanner driver utilities in CD/DVD media
- M. Others
- i) Function: Scan only (Single Function)
- ii) Feature: Duplex Scanning
- iii) USB Cable
- iv) Power Cord (If power supplied through power cable)
- v) User's Manual
- vi) All drivers on CD/DVD media
- vii) OCR & Scanning Software in CD/DVD media

# Item No 4.DESKTOP COMPUTERS. Qty = 50 Nos

- A. Make & Model: To be quoted by bidder.
- B. Processor: Minimum 4th generation Intel Core i7, 3.2 GHz
- C. Chipset: Q series chipset
- D. RAM: Minimum 8-GB (2 X 4GB) DDR3
- E. HDD: Minimum 1 TB SATA 3Gbps HDD, 7200rpm
- F. I/O Adapters: Minimum one (1) 1 Gbps Ethernet interface card and IPv6 compliant
- G. I/O interfaces: Minimum 3 USB 3.0 (2 at the front end)
- H. Optical Drive: Minimum 16X DVD + /-RW with Dual Layer Write Capabilities
- I. Adapters Slots: Minimum 2 Nos. free PCI Series slot.
- J. Operating System: Preloaded Genuine Microsoft ® Windows 8.1 professional 64 bit OS or latest version with recovery CD/DVD and latest service pack in DVD/CD media & documentation.
- K. Chassis: Tower Model.
- L. Monitor: OEM 18.5" diagonal viewable image size diagonal Flat Panel LED Monitor (1366 x 768 resolution)
- M. Other: Keyboard, Optical Mouse and other accessories.
- N. Power Supply: Min 240-watts power supply with surge protection and 85% efficiency or better, Energy Star 5.0 compliant

# Item No 5. Server, Rack and Accessories.

# 1. BLADE SERVER: (Qty. = 4 Nos.)

Note: The blade servers will host at least two application nodes, two database nodes (both running in load-balancing and failover mode), one backup server, and one restore testing platform, all configured as virtual machines.

- A. Make & Model: To be quoted by bidder
- B. Minimum 2 x Intel Xeon E5-2600 V3 series (Min.12 Core), 2.3 GHz
- C. L3 Cache: Minimum 20 MB
- D. RAM: Minimum 128 GB DDR4.
- E. HDD: 2 x 300GB 15K RPM SAS hot swappable
- F. Network Controllers:
- i) Minimum two 1 Gigabit Ethernet ports
- ii) Minimum two dual-port 10 GbE iSCSI HBA with driver software
- G. I/O interfaces: Minimum 1 USB 3.0
- H. Operating System: Microsoft Windows Server 2012 R2 Enterprise Edition(64-bit) or higher version on CD/DVD Media
- I. Virtualization must be done using Microsoft Hyper-V for Windows Server 2012 R2 Enterprise Edition.
- J. The required number of all relevant licenses (including virtualization licenses required for supporting up to 4 virtual machines per physical blade servers and any other licenses, if required, must be provided by bidder), software, drivers, firmware must be provided by bidder on CD/DVD media.
- K. Virtualization must support (list of features is indicative and not exhaustive):
- i) Live migration of virtual machines from one host to another without the operations of virtual machines being affected
- ii) Dynamic allocation of memory across virtual machines in a physical host.
- iii) Hot-Add of Virtual RAM in virtual machines.
- iv) Hot-Add of virtual CPUs to virtual machines.
- L.OS Support: Red Hat Enterprise Linux Server
- M. Chassis: Blade Server
- N. Power cables and other accessories.

# 2. CHASSIS: (Qty. = 1 No.)

- A. Make & Model: To be quoted by bidder
- B. To be fitted in the 36 U Rack as mentioned below. The chassis should be able to support the blade servers supplied with complete redundancy of all components like power, cooling, I/O.

# 3. RACK: (Qty. = 1 No.)

- A. Make & Model: To be quoted by bidder.
- B. 36U OEM rack with 8-port KVM switch and all necessary rack mounting accessories and software for the KVM switch. The above mentioned chassis should be fitted in the rack.

# 4. DISPLAY CONSOLE: (Qty. = 1 No.)

- A. Make & Model: To be quoted by bidder
- B. 17" or better Rack console foldable LED display with keypad & touch pad. (To be fixed in the Rack).

# Item No 6. WIDE SCANNER. Qty = 1 No.

- 1. Make & Model: Make & Model must be mentioned
- 2. Optical Resolution : 600 dpi (Minimum)

- 3. Media Scan Width/Length: Minimum 42 inch
- 4. Accuracy: 0.1% +/- 1 pixel
- 5. Bit Depth (Color/Mono): 48-bit/16-bit
- 6. Interface: Minimum 1 USB 2.0
- 7. Power: 220V 240V / 50Hz
- 8. Scanning Speed:
  - a. 400 dpi Color: 3.0 inch/sec min
  - b. 400 dpi Mono: 12 inch/sec min
- 9. Document Productivity:
  - a. 200 dpi Color: 200 documents/hour min
  - b. 200 dpi Mono: 700 documents/hour min
- 10. Media Type: Paper and film
- 11. Scan file format: Should support all standard file format e.g. PDF, TIFF, JEPG etc.
- 12. Operating System: Microsoft Windows 7(32 and 64 bit), Windows 8(32 and 64 bit) or higher
- 13. Floor Stand: Should have floor stand along with document basket
- 14. Others:
- i) USB Cable
- ii) Power Cord (If power supplied through power cable)
- iii) User's Manual
- iv) All drivers on CD/DVD media
- v) Scanning Software in CD/DVD media

#### Item No 7, SAN STORAGE.

# 1. SAN STORAGE (Qty. = 1 No.)

- A. Make & Model: To be quoted by bidder
- B. Form Factor: Rack Mounted SAN Storage
- C. Capacity: Min. 100 TB Usable with RAID 5 (expandable up to 200 TB without removing the installed drives.)
- D. High Availability: Dual-active controller with automated I/O path failover. Automatic drive failover and detection and rebuild using global hot spare drives. Battery backed-up mirrored cache
- E. Cache: Minimum 24 GB across dual controller
- F. Ports: Minimum four 10 Gbps iSCSI ports per controller
- G. Fan and Power Supply: Hot-swappable redundant power supply and cooling fans
- H. Power input: Single phase 230 V AC 50 Hz power supply with Universal Power Plugs, power cables
- I. Storage Management Software: The storage system must have graphical, web based management software to carry out management, monitoring and configuration tasks.
- J. OS & Clustering Support: Windows 2008 R2 or higher version, VMware, support above OS in clustering
- K. Software Feature: Dynamic Volume Expansion capability: Ability to expand logical volumes without disrupting operations.
- L. Remote Volume Mirroring: Ability to perform Synchronous and asynchronous local/remote data replication
- M. RAID Support: should support RAID 0, 1, 1+0, 5 and RAID 6
- N. All active components should be redundant and hot-swappable.
- O. Disk Drives
- i. Disk Drive: should support SAS, Nearline SAS and SATA disks

- ii. Drives: 20% of the supplied disks must be SAS disks and 80% of the supplied disks must be Nearline-SAS.
- iii. There should be provision for automatic tiering so that the most frequently accessed data is placed on SAS disks and less frequently used data is placed on Nearline-SAS disks.
- iv. Cache: Minimum 32 MB
- v. Interface: Support for at least 6 Gbps SAS
- vi. Form Factor: 2.5 inch
- vii. RPM: Min 15000 for SAS and minimum 7200 for Nearline SAS
- P. All cables necessary for connecting the SAN box to the hosts must be supplied along with this order. Connectivity to the hosts has to be in dual-redundant mode.

# 2. TOR switches: (Qty. = 2 Nos.)

- A. Make and model to be quoted by bidder.
- B. Minimum eight 10 Gigabit Ethernet ports, two 8 Gbps FC, four 1 GbE ports
- C. Both the switches should be configured in load-balancing active-active mode.
- D. Both the switches must connect the blade servers, SAN storage and Tape library.
- E. Licenses, if required, to be supplied.
- F. Necessary accessories like connecting cables, power cords etc. to be supplied.

# Item No 8. BACKUP SOLUTION.

# **BACKUP SOLUTION.** Qty = 1 No

- A. Make & model of backup software to be quoted by bidder
- B. Backup should be taken on tapes using LTO-6 or later technology
- C. It should be possible to take backup of all the configured servers. There should be a provision for restoring the backups from the tapes to any of the hosts (of which the backup was taken) or any equivalent server, for example the restore testing server.
- D. Backup software must have provision for taking automatic (scheduled) as well as manually triggered backups. These backups may be online database backup, offline database backup, full file system backup etc. (list is only indicative and not exhaustive).
- E. Backup software should support virtual platforms such as Hyper V etc.
- F. Backup software must have provision for viewing backup sessions, viewing restore sessions, configuring different kinds of backup, configuring various kinds of restores.
- G. It should be possible to install backup clients (if required) on the servers. There should be a provision to carry out the installation from the backup server.
- H. All the required licenses, software must be provided by the bidder.
- I. Provision for viewing event logs and other reporting features.
- J. Provisions for viewing past sessions of a backup.

# Tape Library. Qty = 1 No.

- A. Make and model to be quoted by bidder
- B. Tape Drive: LTO-6 technology or latest
- C. Number of drives: Minimum 2 drives

- D. Should support 8 Gbps FC interface-Min 4 ports
- E. Cartridge Slots: Minimum 20 Slots for holding tapes (excluding the slots used for offloading tapes).
- F. Data Transfer: Min. 160 Mb/sec native rate
- G. Tape library should be rack-mounted. Rack mounting kit to be supplied.
- H. 100 Nos. of LTO-6 Ultrium tapes or compatible tapes of higher LTO version for data & 2 cleaning tapes to be supplied.
- I. Power Details: all accessories, including cables, to be supplied

# Item No 9. Scanning and Digitization of Documents

Scanning of Documents:

Srl. No. Item Quantity Unit

- 1. A4 document 4410000 NO 2. A3 document 90000 NO 3. A0(map) document 46000 NO
- 4. A2 document 1100 NO 5. A1 document 19300 NO
- Digitization of Documents:

Srl. No. Item Quantity Unit

6. A0 & B0 Sized 100 NO Civil Engineering Related Drawings/ Maps

# Item No 10. Training. $\overline{\text{Oty}} = 1 \overline{\text{AU}}$

- 1. The bidder must impart training to:
- a. End-users
- b. IT administrators (2 persons).
- 2. There will be three types of end-user:
- a. Those that will perform scanning and digitization of documents (50 persons)
- b. Departmental Administrator (50 persons)
- c. Users who will access the DMS (50 persons)
- 3. The training will have to be conducted at OIL's premises and must be completed within three months from the date of completion installation and commissioning. Necessary PCs, connectivity will be provided by OIL. Proper soft-copies of training manuals for each type of user will have to be supplied by the bidder before the training begins. The relevant invoice for training will be submitted by the bidder to OIL after all types of training are completed successfully.

# <u>Item No 11. INSTALLATION, COMMISSIONING AND INTEGRATION. Qty = 1 AU</u>

The bidder must install the supplied software suite in the hardware supplied by them. Commissioning certificate will be issued by OIL in accordance to the successful completion of the following activities by the bidder:

- a) Supply of software (in CD/DVD) & hardware.
- b) Installation and commissioning of hardware and software at all locations mentioned in the delivery clause. Out of two, one medium duty scanner and one desktop computer delivered at location mentioned in point (i) of Delivery clause must be installed and commissioned at:

  Oil India Limited, SB tower, 6th Floor, Plot No. 1A/1, Sector -16A,

Oil India Limited, SB tower, 6th Floor, Plot No. 1A/1, Sector -16A, NOIDA (U.P.)

- c) Installation and configuration of hardware and software, including SAN and backup solution.
- d) The Database Server and Application Servers must be configured in failover and load balancing mode. The landscape should be configured for ensuring 95% uptime of the solution.
- e) Configuring administrative users, IT administrators and users in other categories as per requirement. Bidder should work in association with OIL IT Team for user authentication.
- f) Installation of scanners.
- g) One virtual machine needs to be configured for demonstration of backup solution. Bidder must demonstrate the backup solution in the virtual machine configured above before going-live of the backup process.
- h) Sample run of digitization and scanning process for each specified size of document, including from a remote Desktop Computer.
- i) Overall testing of the functionalities of the software, including integration with various modules of SAP ECC 6.0 running in OIL.
- j) Installation and commissioning shall be considered to be completed after all the activities mentioned in point a) to i) covered under this clause are successfully finished.
- k) The entire DMS Solution should be commissioned at all the mentioned locations, by the bidder within 120 days of the placement of firm order by OIL.

# <u>Item No 12.</u> <u>Annual Maintenance Contract (Hardware & Software) for 4 years. Oty = 1 AU</u>

- a) The bidder has to quote for 4 (years) comprehensive on-site Annual Maintenance Contract (AMC) for all supplied software & hardware and custom reports for Document management system.
- b) AMC will start after successful completion of warranty period for the entire DMS Solution (hardware and software).
- c). Successful bidder shall have to supply and install all upgrades released for the supplied software applications during the AMC period, at no extra cost to OIL. Supply and upgrading of any DMS application patches, bug fixes, database-related patches, OS patches or firmware will also be the responsibility of the successful bidder. The bidder will be responsible for the upkeep of the entire hardware, DMS software as well as any third-party software during the AMC period.
- d) Any software and hardware problem shall have to be rectified within 72 hours of reporting the call; else penalty will be levied as per Penalty clause. The problem may be due to hardware or software or both. The successful bidder will be solely responsible for the uptime of the overall solution during the AMC period.
- e)The bidder must conduct a department-wise study for finding out the type

of users, their authorization levels etc. The configuration of different types of users for all the departments will be done by the bidder in association with OIL Team.

- f) During the AMC period, bidder must depute 2(two) engineers(one engineer for hardware maintenance and one engineer for DMS Solution Support) exclusively at Duliajan against the order. The bidders must state their agreement to this clause explicitly.
- g) The engineers deputed for AMC should report every OIL working day at 07.00 AM at OIL, Duliajan. In case the engineer is on leave, a replacement engineer should be deputed within 24 hours for providing the warranty services. If the engineer does not report for duty, penalty as mentioned in penalty clause will be levied and necessary action, as deemed fit, will be initiated by OIL.
- h) Bidder shall provide the complete bio-data of the deputed personnel. In case of not being satisfied with the performance of any of the persons deputed for the above categories of jobs, OIL reserves the right to ask for change of any or all of the concerned persons. The successful bidder will have to provide suitable replacement personnel within a maximum period of two weeks of such notice from OIL.
- i) Payment for AMC shall be made to successful bidder on quarterly basis at the end of the period. The bidder shall raise invoices every three months following completion of the period. Any penalty levied on the successful bidder during that period shall be deducted from the payment for that period. However, maximum total penalty for the period shall be limited to 15% of the invoiced amount for that period.
- j) Successful bidder shall have to submit their single point contact information for the above AMC after completion of the warranty period. The contact information shall include name of contact person, designation, telephone numbers and e-mail address. An escalation matrix must also be provided to OIL by the successful bidder within two months of the commissioning of the system.
- k) A minimum inventory of necessary hardware spares must be maintained at Duliajan so that there is no downtime due to sourcing of spares when the situation arises.

# Item No 13. OTHER SOFTWARE. Qty = 1 Lot

1. Database:Oracle/ SQL Server/ DB2

Database software with requisite number of licences must be supplied.

2. Backup Solution:

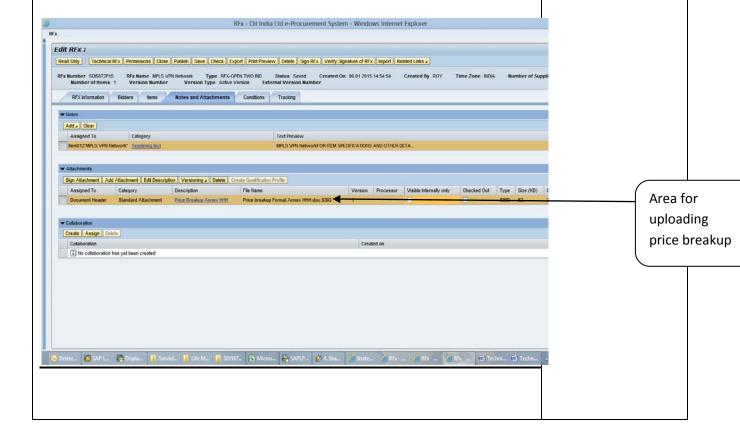
Bidder must also quote for a backup software that conforms to the following specifications:

- A. Make & Model: To be quoted by bidder
- B. Backup software should have provision for manual backup as well as scheduled backup.
- C. Backup software should have facility for restoring entire DMS application and database.
- D. Licenses required for running backup software must also be provided by bidder.
- 3. Converter to AutoCAD Software
- A. Make & Model: To be quoted by bidder

- B. Bidder must also quote for 5 licenses required for running the converter to AutoCAD software.
- 4. Any other software necessary to successfully implement the required solution must be supplied, along with required number of licences.

# **Price Schedule:**

Bidders should submit the price breakup of all the items as per "Annexure III" which has been uploaded under "Notes & Attachments" > "Attachments" as shown below. The price breakup "Annexure III" should be filled up, signed and uploaded under "Notes & Attachments" > "Attachments" only. The filled up price schedule of all the items should not be uploaded in Technical RFx Response folder as it shall lead to rejection of the offer as per Bid Rejection Criteria.



# **NOTE:**

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

.....

# Sample Format of authorization letter from OEM (To be typed on the letterhead of the OEM) Ref. No Date \_\_\_\_\_ Head (Materials) Oil India Limited. Duliajan-786 602 Sub: Authorization Certificate Ref: Your tender enquiry No.\_\_\_\_\_ Dated \_\_\_\_. Sir, 1) We hereby authorize M/s\_\_\_\_\_ to quote, supply and provide onsite warranty and AMC support, including replacement of spares (in case of hardware items), for the above tender, on our behalf. 2) (For software items only) We hereby confirm that quoted model is not obsolete or near obsolescence and we will continue to provide support for the software for a period of 5 years from the date of Bid Closing. 3) (For hardware items only) We hereby confirm that quoted model is not obsolete or near obsolescence and the essential spares and parts of the quoted model will be available in the market for a minimum period of 5 years from the date of Bid Closing. Yours faithfully, For .....(Type Name & Affix Seal of the firm) (Signature of Authorized Signatory) Name: Designation: Place: Email: Phone No.:

Annexure-A

# Annexure-II

Format of undertaking of authenticity letter from OEM (To be typed on the letterhead of the OEM)				
Ref. No	Date			
The Head (Materials) Oil India Limited, Duliajan-786 602				
Sir,				
Sub: Undertaking of authenticity of IT	Hardware/Software supply			
Ref: Your tender enquiry No	Dated			
cited above, we hereby und used in the Servers/Desktop computers shall be original, new components/ part	Computers being quoted to you vide our quotation No. ertake that all the components/ parts/ assembly/ software under the above like Hard disk, Monitors, Memory, etc., ss/ assembly only, from respective OEMs of the products aponents/ parts/ assembly/ software, are being used or shall			
We also undertake that in respect of lice authorized source (Authorized Microso	ensed operating system, it shall be sourced from the ft Channel).			
We also take full responsibility of both defect by our authorized Service Centre	Parts & Service SLA as per the content, even if there is any e/ Reseller/SI, etc.			
Yours faithfully, For (type name of the firm here)				
Signature of Authorised Signatory Name: Designation: Phone No. Place: Date: (Affix Seal of the Organization here, if	applicable)			

#### **Annexure- DDD**

# **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 Tender No. **SDI7910P16** 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 Organisation "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 cartelisation 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.
  - 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.

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

# **Section 4 - Compensation for Damages**

- 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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- 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 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
- 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 Bidder/Contractor undertakes to demand form all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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 (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- 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.
- 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.
- 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 intensions.

TUHIN ROY DEPUTY MANAGER MATERIALS (IP	)
For the Principal	For the Bidder/Contractor
Place. Duliajan.	Witness 1:
Date 06.08.2015 .	Witness 2 :

	K. OTHERS					
S.No	Complied	Deviation				
1						
1.a						
1.b						
2						
3						
4						
5						
6						
7						
8						
8.a						
8.b						
8.c						
8.Note:						
9						
10						
11						
12						

	OTHER SOFTWARE: 1 QTY				
Categories	Complied	Deviation			
1					
2.A					
2.B					
2.C					
2.D					
3.A					
3.B					
4					

# **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 havi	ng its registered office at	
	. (hereinafter referred to as "	_"
which expression unless re	epugnant to the context or meaning thereof be deemed to include	its
successors and assigns) of	the SECOND PART;	
<b>OIL</b> and	are hereinafter collectively referred to as the "Parties".	
	ntend to engage in discussions and negotiations concerning	

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:

- 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 c	disclos	e to tl	ne pub	lic or to	any
	third parties (i) the fact that the cooperation of	lescribed in th	ne rec	itals al	oove is	taking pl	ace
	between them, or (ii) the fact that Confidentia	l 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:	shi	Signature :	
Name: <b>A Bahukhandi</b>		Name:	
Designation: Head-IT	EPARTMEN	Designation:	
HEAD - IT OIL INDIA LIMITED I T DEPARTMENT * DU	ULIAJAN 786 602		

**Technical Bid Checklist** 

Annexure-EEE

Tender No.	
Bidder's Name:	

	Compliance by Bidder		liance by Bidder
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Bidder to confirm that he has not taken any exception/deviations to the bid document.		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?		
4	Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format have been filled in by the bidder for the items quoted by them.		
7	Confirm that the the price bid is in conformity with OIL's online bidding format?		
8	Confirm that the Bid comply with all the terms & conditions?		
9	Confirm that the offers and all attached documents are digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) as per Indian IT Act 2000.		
10	CONFIRM THAT YOU HAVE SUBMITTED THE DULY SIGNED INTEGRITY PACT DOCUMENT (Wherever Applicable)		
11	CONFIRM THAT YOU SHALL SUBMIT PERFORMANCE BANK GUARANTEE AS PER NIT IN THE EVENT OF PLACEMENT OF ORDER ON YOU (Wherever Applicable)		
12	CONFIRM THAT YOU HAVE SUBMITTED DOCUMENTS AS PER GENERAL QUALIFICATION CRITERIA		
13	Confirm that you have submitted Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager where Bid security has been submitted as Bank Guarantee.		

NOTE: Please fill up the greyed cells only.

Response Sheet

Annexure-FFF

Tender No.	
<b>Bidders Name</b>	

**Bidders Response Sheet** 

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

NOTE: Please fill up the greyed cells only.

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

Tender No.	<b>:</b>	•••••
Name of Beneficiary	:M/s	
Vendor Code	:	•••••••••••
Address	<b>:</b>	
Phone No. (Land Line)	<b>:</b>	
Mobile No.	<b>:</b>	
E-mail address	<b>:</b>	
Bank Account No. (Minimum		
Eleven Digit No.)	:	
Bank Name	:	
Branch	<b>:</b>	
<b>Complete Address of your</b>	<b>:</b>	
Bank	<b>:</b>	
IFSC Code of your Bank		
a) RTGS	<b>:</b>	
b) NEFT	<b>:</b>	
PAN	:	
VAT Registration No.	:	
CST Registration No.	:	
Service Tax Registration No.	:	
<b>Provident Fund Registration</b>	<b>:</b>	
our above mentioned accoun	nt directly and we shall not hold	Oil India Limited can be remitted to Oil India Limited responsible if the ount due to incorrect details furnished
	Office Seal	Signature of Vendor

Counter Signed by Banker: Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

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