OIL INDIA LIMITED

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

INVITATION FOR LOCAL COMPETITIVE BID

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

E-Tender No	Bid Closing/Opening Date	Item Description
SDI9675P16 Dtd. 19.12.2015 Single Stage Composite Bid	25.02.2016	Video Conference System
SDI9785P16 Dtd. 05.01.2016 Single Stage Composite Bid	25.02.2016	Defibrilator Monitor
SDI9427P16 Dtd. 03.12.2015 Single Stage Composite Bid	25.02.2016	Feeder Pillar
SDI9587P16 Dtd. 12.12.2015 Single Stage Composite Bid	25.02.2016	1000 KVA Transformer
SDI9425P16 Dtd. 03.12.2015 Single Stage Composite Bid	25.02.2016	Transformer

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

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

9

OIL INDIA LIMITED

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

Assam (India)

TELEPHONE NO: (91-374) 2808719

FAX NO: (91-374) 2800533

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

FORWARDING LETTER

Tender No. : SDI9675P16 Dtd. 19.12.2015

Tender Fee : Rs 1,000.00

Bid Security Amount : Applicable

Bidding Type : SINGLE STAGE COMPOSITE BID SYSTEM

Bid Closing on : As mentioned in the e-portal

Bid Opening on : -do-

Performance Security : Applicable

Integrity Pact : Not Applicable

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

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

The tender will be governed by:

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

b) OIL's office timings are as below:

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

Vendors should contact OIL officials at above timings only.

c) "General Terms & Conditions" for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.

- d) Technical specifications and Quantity as per **Annexure 1A**.
- e) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area > Tender Documents.
- f) 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.
- g) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL's website (www.oil-india.com) and in the e-portal (https://etenders.srm.oilindia.in/irj/portal) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.
- h) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- i) Bidder are advised to fill up the Technical bid check list (Annexure EEE) and Response sheet (Annexure FFF) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the Technical RFX Response.

Special Note:

1.0 General Qualification Criteria:

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

Criteria	Complied /
	Not Complied.
	Documentary
	evidence submitted /
	not submitted
a) Bidder should have experience of successfully executing	
similar order of Video Conferencing System of Rs 3.13 Lakhs	
during last 3 years.	
b) Annual financial turnover of the firm in any of the last 3	
financial years or current financial year should not be less than	
Rs 10.46 Lakhs.	

Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery

Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above. 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 Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto one week prior to B.C date (or as amended in e-portal). The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ..." for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site www.oil-india.com.

NOTE:

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 to issue the tender documents before the last date of sale of tender document mentioned in the tender.

- 3.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with <u>Tender no.</u> and <u>Due date</u> to <u>Head Materials</u>, <u>Materials</u> <u>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.

- 4.0 Benefits to Micro & Small Enterprises (MSEs) as per prevailing Govt guidelines as applicable on B.C date shall be given. MSEs who are interested in availing the benefits will upload with their offer proof of their being MSE registered for the item tendered. The MSE are also required to upload scanned copies of relevant documents indicating details of registration alongwith validity, name of the registering organization and details of the item, ownership etc., failing which, their offer may not be liable for consideration of benefits to MSEs.
- 5.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not

- substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.
- 6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 7.0Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed **Annexure-CCC**. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (as per **Annexure-CCC**) contradict the Clauses of the tender and / or "General Terms & Conditions" as per Booklet No. MM/LOCAL/E-01/2005 for E-procurement (LCB Tenders) elsewhere, those in the BEC / BRC shall prevail.
- 9.0 To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.
- 10.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
- 11.0 If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the Bank Guarantee issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the Bank Guarantee can be obtained.

NOTE:

<u>Bidders should submit their bids (preferably in tabular form) explicitly mentioning</u> 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: SDI9675P16 Dtd. 19.12.2015

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

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

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

<u>Criteria</u>	Complied Not Complied. (Remarks any)	/ if
1.0 BID REJECTION CRITERIA (BRC):	•	
The bid shall conform generally to the specifications, terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.		
 A) TECHNICAL: 1 Bids not accompanied with authorisation from OEM as mentioned in General Terms and Conditions will be rejected. 2. Bidder must quote for all the items mentioned in this NIT. If the bidder does not quote for any one of the items mentioned in this NIT, the bid will be considered incomplete and will be rejected. 3. Bids not conforming to OIL's Delivery, Warranty, AMS, Training, Payment, Special Terms and Conditions, and Installation and Commissioning Clauses 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 10,000.00 in OIL's prescribed format as Bank Guarantee or a Bank Draft/Cashier cheque in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. The Bank Guarantee		

towards Bid Security shall be valid for 10 months from Bid closing date. (i.e.

upto **25.12.2016.**

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) Performance Security:
- a) The successful Bidder will have to provide 1st Performance Security @ 10% of total cost of Equipment + Installation & Commissioning + Training. The Performance Security must be valid for one year from the date of successful commissioning of the equipment or 18 months from the date of despatch whichever is earlier.
- b) The successful Bidder will have to provide 2nd Performance Security @ 10% of total cost of AMS for 4 years prior to expiry of the 1st Performance Security. The Performance Security must be valid for 4 years.

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

- 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) Price should be maintained in the "online price schedule" only. The price submitted other than the "online price schedule" shall not be considered.
- ix). A bid shall be rejected straightway if it does not conform to any one of the following clauses:
- (a) Validity of bid shorter than the validity indicated in the Tender.
- (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.
- (c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.
- (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:

i) For evaluation of bids cost of all items shall be considered together i.e. Purchase order shall be placed on the bidder who is lowest (L1) after considering cost of all items together.

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). 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:

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

TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No & Date: SDI9675P16 Dtd. 19.12.2015

	l a :
	Complied / Not
	Complied. (Remarks if any)
ITEM NO. 10, VIDEO CONFERENCE SYSTEM, (QTY. – 1 NO.)	any)
The proposed video conferencing system should be standalone unit supplied with HD 1080p Codec, HD Camera, & necessary accessories, cables. The system should be capable of working on IP (H.323), SIP & H.320 and also capable of delivering 1080p@30fps from day-1.	
Must have support for following Specifications:	
Video Standards & Protocols: # H.264 # H.263++	
# H.261 # H.239 / People+Content # H.263 and H.264 Video Error Concealment	
# H.264 & H.264 Higher Version of protocols like H.264 High Profile	
People Video Resolution: # On IP H.323 should deliver: 1080p@ 30fps from 1024 kbps onwards 720p@ 60fps from 832kbps onwards	
720p@30fps from 512 kbps onwards 4SIF (704 x 480)/4CIF (704 x 576) from 128 Kbps onwards # Should support resolution SIF (352 x 240), CIF (352 x 288) QSIF (176 x 120), QCIF (176 x 144),4CIF, HD 720p, HD 1080p all at @ 30fps & 720p @60fps on IP,SIP,H.320	
Content Video Resolution: # HD Content at full frame rate # Up to HD 1080p	
# Input: SXGA (1280x1024), XGA (1024 x 768), SVGA (800 x 600), VGA (640 x 480) # Output: XGA (1024x768), SVGA (800x600)	
Camera Specifications: #1080p Camera - 1/3 2 CMOS	
- 12x optical zoom - 70 deg FOV at min zoom - 1920 X 1080 resolution	
Audio Standards & Protocols: # StereoSurround	
Page 1 of 7	

2 channels of 22 kHz or more stereo surround audio # 14kHz bandwidth with G.722.1 Annex C # 7 kHz bandwidth with G.722, G.722.1 # 3.4 kHz bandwidth with G.711, G.728, G.729A # Automatic Gain Control # Automatic Noise Suppression # Instant Adaptation Echo Cancellation # Audio Error Concealment Other ITU-Supported Standards & Protocols: Other ITU-Supported Standards # H.221 communications # H.224/H.281 far-end camera control # H.323 Annex Q far-end camera control # H.225, H.245, H.241, H.331 # H.239 dual stream # H.231 in multipoint calls Compliance # H.243 chair control # H.460 NAT/firewall traversal # BONDING. Mode 1 Network: # Interface - 2-port 10/100 auto NIC switch, RJ45 connectors # H.323, SIP up to 6 Mbps # H.320 (To be supplied with inbuilt card or external module or gateway) # ISDN PRI E # ISDN BRI #OoS # Packet Loss Recovery protocol for Qos Video and Audio inputs and outputs Minimum 4 Video Inputs: # Main HD Camera (HDMI/HDCI/DVI) # Second HD Camera (HDMI/HDCI/DVI) # Aux/Doc (S Video) # Content (DVI-I) Minimum 3 Video Outputs: # Monitor 1 (DVI-I/HDMI) # Monitor 2 (DVI-I/HDMI) # VCR (SVideo) Minimum 3 Audio Inputs: # 2 X Microphone Input in direct or in array. # 2 X RCA for VCR/Aux (In Stereo) # 1 X Mini Stereo or RCA for PC Audio Minimum 2 Audio Outputs: # 2X RCA for Main Audio (In Stereo)

2 X RCA for VCR/Aux (In Stereo)

RS232

USB

RJ-11 Analog Line Audio PSTN Integration

VOIP Conference Phone Integration

Content Sharing

- # People and Content both shared in High Definition
- # People+Content or standards based H.239 ensures interoperability in the industry
- # Dual images allows the far end to see the presentation and the speaker at the same time
- # Optional Content feature allows for users to become part of their presentations
- # Flexibility to choose the amount of bandwidth to dedicate to Content or People based upon what is being shown
- # System will automatically adjust bandwidth allocation when sharing content based upon content being shown
- # Very powerful for users who share a wide range of content during a video call

User Interface

- # Directory Services
- # System Management
- Web-based
- SNMP
- # CDR

Security

- # Secure Web
- # Secure Telnet
- # Security mode
- # Embedded AES, H.235V3 and H.233/234
- # Secure password authentication

Packet Loss Recovery Protocol

- # Communications remain intact even on disruptive networks
- # Smooth, continuous video without interruptions
- # Activates automatically, only when needed

Other Features

One touch recording and playback buttons on remote control

LCD Display on remote unit for better understanding of features

Mute button on mic for ease of use

Must have an option to connect Digital Ceiling Microphones.

Technical Specification for 40 Inch LED Professional Monitor(4 No.s)

Dual Display (Monitor) System must be provided with each video conference system.

Diagonal Size: minimum 101.6cm (40 inch)

Type:60Hz LED BLU

Resolution: 1,920 x 1,080 (16:9)

Pixel Pitch (mm): 0.15375 (H) x 0.46125(V) Active Display Area (MM): 885.6 (H) x 498.15 (V)

Brightness(Typ): 350nit

Contrast Ratio (Dynamic):100,000:1 (AV Mode)

Viewing Angle(H/V):178/178° Response Time(G-to-G): 8ms

Display Colors: 16.7M Color Gamut: 72%

Contrast Ratio: 5,000:1

Connectivity:

INPUT: RGB - Analog D-SUB, DVI-D (Dual Link)

VIDEO -Component, CVBS, HDMI

AUDIO - Stereo mini Jack

EXTERNAL CONTROL: RS232C (In/Out),RJ4

Power Supply: AC 100 - 240 $V_{\text{-}}(+/-10 \%)$, 50/60 Hz

Operating Temperature: #0# Degree to #40# Degree

Humidity: 10~80%

Processor: Cortex-A8 Single Core CPU with NEON DSP

Clock Speed: 800MHz

Main Memory Interface: Dual 32bit DDR3-667 (1,333MHz)

Graphics: 2D & 3D Graphics Engine
- Up to 1,920 x 1,080. 32bpp

- Supports OpenGL ES

Multimedia: Video Decoder

- MPEG-1/2, H.264/AVC (Dual)

- VC-1, JPEG, PNG Audio DSP (Decoder)
- AC3 (DD), MPEG, DTS and etc.

Environment: ENERGY STAR 5.0 (USA)

Accessories To be included: Quick Setup Guide, Warranty Card , Application CD, D-Sub cable, Power Cord, Remote Controller, Batteries

Technical Specification for Display Mounting and Camera mounting Trolley:

Physical Characteristics: i)Big case with appropriate opening

ii)Proper ventilation system

iii)Interior shelves to accommodate DVD/VCRs

iv) Tilting and sliding in front door with lock, IR

transparent for equipment control without opening

v) Proper storage place for cable etc. to ease of moving

the whole system.

vi) The trolley must support the video conference system and the two monitor(40 inch). Otherwise individual stand for the monitors must be provided.

ITEM NO. 20, INSTALLATION & COMMISSIONING, (QTY. – 1 AU)

- 1. Installation and commissioning of the end point and other equipments ordered has to be carried out within 10 (ten) days of receipt of material at OIL, Kolkata Office.
- 2. Equipments installation will be considered complete only when the systems will work with our existing Polycomm RMX, RSS and CMA servers installed in Data Centre at Duliajan.
- 3. Installation and commissioning will be considered complete only after completion of training and the same duly certified by OIL, Kolkata Office
- 4. The bidder has to quote separately for Installation and Commissioning charges.

ITEM NO. 30, TRAINING, (QTY. – 1 AU)

- 1. The bidder has to organise training on configuration and operation of all the supplied equipment to four (4) personnel of Oil India Limited immediately after installation and commissioning on site
- 2. Each training session should be for a minimum period of two days.
- 3. The bidder has to quote separately for Training Charges.

ITEM NO. 40, AMS FOR 4 YEARS (QTY. – 1 AU)

- 1. The bidder must quote for on-site Annual Maintenance Charges (AMC) for all supplied equipments on per year basis, for a period of 4 years.
- 2. AMC will start after successful completion of warranty period.
- 3. AMC will include supply of all spares.
- 4. The AMC charges will be considered for Bid Evaluation
- 5. The bidder has to rectify any fault including replacement of spare parts within 72 hrs. of lodging a call report.
- 6. The bidder has to provide the contact address and phone numbers of person/ persons who will be responsible for coordinating the warranty and AMC maintenance activities at OIL, Kolkata as a single point contact for OIL.
- 7. The bidder must supply and install all upgrades/ new release of supplied software/ firmware/ drivers etc. during the AMC period.

DELIVERY

1.Items ordered will have to delivered at OIL, Kolkata Office as per the address given below:

Oil India Limited

Calcutta Branch

4 India Exchange Place

Indian Chamber Of Commerce, 4th Floor

Near Tea Board.

Kolkata 700001

WARRANTY:

1. The bidder has to provide minimum 1 year on site comprehensive warranty for all material supplied.

2. The bidder must supply and install all upgrades/ new release of supplied software/ firmware/ drivers etc. during the warranty period.

PRE- DELIVERY INSPECTION

- 1.OIL reserves the right to send their personnel for pre-delivery inspection of the equipment at the bidder's/ OEM's premises at its own cost.
- 2.Any item found not to conform with OIL's NIT specifications during pre-delivery inspection has to be replaced with item conforming to NIT specification before shipment.

PAYMENT TERMS:

- 1 80 % of material cost will be paid on completion of delivery of all items as per OIL's delivery instructions mentioned in this NIT.
- 2 20 % of material cost will be paid only after successful integration and installation & commissioning of the Video Conferencing facility between OIL, Kolkata office and Other offices.
- 3. The Training charges will be paid only after successful completion of training, at OIL Kolkata Office, as mentioned in the Training Clause.
- 4 AMS charges will be paid on quarterly basis from the date of start of AMS services, and after successful completion of AMS services for that period.
- 6 Installation & commissioning and training charges will be paid only after successful completion of Installation, Integration and commissioning of the Video Conferencing facility between OIL, Kolkata office with other offices.

PENALTY TERMS:

During the AMS/Warranty period, any failed device shall have to be repaired/ replaced with a new/ standby device within 72 hrs. of reporting the failure. Necessary configuration of the replacement device for proper operation of the device will be the responsibility of the successful bidder. During the AMS/Warranty period, the engineer attending the call shall have to submit a call report mentioning nature of the fault, action taken, any replacement of parts, serial no. of replaced equipment, serial number of replacement equipment and any other details of the call to OIL. The report has to be duly signed by OIL's IT engineer and then only the call shall be considered as attended. In case of failure on the part of the successful bidder to rectify the problem within 72 hrs of reporting it, the tenure of the AMS/Warranty will be extended on a pro-rata basis till the rectification of the fault, at no extra cost to OIL. Payment for the period during which service was not provided will be deducted from the corresponding invoice on a pro-rata basis, calculated on the nominal no. of days affected.

SPECIAL TERMS AND CONDITIONS:

Presently Oil India Limited has nine sets of video conferencing systems from Polycom, including both Hdx 7000 and Hdx 8000. Apart from this we also have Polycom RMX 2000, RSS 2000(Model E200)and CMA 4000 servers.

The set of video conferencing system to be supplied by the successful bidder must be

compatible with our existing video conferencing systems and related servers mentioned above. The successful bidder will have the responsibility of interfacing his supplied equipment with OIL's existing systems.

GENERAL TERMS AND CONDITIONS:

- 1. For each item quoted, a duly filled technical verification data sheet (TVDS) along with all supporting technical datasheets (for all sub assemblies) should be submitted along with the bid.
- 2.At the time of delivery if the quoted model becomes obsolete or End-of-Sale, then bidder should replace it with the latest model of the same or higher configuration at the same quoted price and terms & conditions after approval from competent authority in OIL.
- 3.Bid(s) not complying with Technical Specifications, Delivery, installation & commissioning, Training, AMS, Warranty and Payment clauses will be rejected.
- 4.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 Authorisation 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 including replacement of spares and the validity of the certificate should be for a minimum period of 18 months from the date of submission of offers/bids, failing which, their offer will be rejected.
- 5. The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, as per Annexure-B, should be attached, stating that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, shall be used, failing which, their offer will be rejected.
- 6. Printed Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid. Bids not accompanied by technical brochures/catalogues will be rejected.

NOTE:

- a) Non-Disclosure Agreement attached.
- b)Annexure-A and Annexure-B attached

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

Annexure-A

Sample authorisation letter from OEN (To be typed on the letterhead of the	
Ref. No	Date
The Head (Materials) Oil India Limited, Duliajan-786 602	
Sir,	
Sub: Authorisation Certificate Ref: Your tender enquiry No	Dated
We hereby authorize M/sreplacement of spares, for the above	to quote and provide onsite warranty support, including tender, on our behalf.
This certificate is valid up to	(18 months from the date of submission of offer).
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)	

Annexure-B
Sample undertaking of authenticity letter from OEM (To be typed on the letterhead of the Issuing Company)
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
With reference to the equipments being quoted to you vide our quotation No
In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/ Software billed, we agree to take back the equipments without demur, if already supplied and return the money, if any, paid to us by you in this regard.
We also take full responsibility of both Parts & Service SLA as per the content, even if there is any defect by our authorized Service Centre/ Reseller/SI, etc.
Yours faithfully, For (type name of the firm here)
Signature of Authorised Signatory Name: Designation: Phone No. Place: Date: (Affix Seal of the Organization here)

NON-DISCLOSURE AGREEMENT

BETWEEN

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

AND

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

OIL and ______ are hereinafter collectively referred to as the "Parties".

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

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

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

ARTICLE 1. DEFINITION

For the purpose of this Agreement,

ARTICLE-1: CONFIDENTIAL INFORMATION

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

ARTICLE 2. CONFIDENTIALITY

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

The Receiving Party agrees in particular:

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

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 d	isclose	to th	ne publ	ic or to a	any
	third parties (i) the fact that the coop	peration de	scribed in th	e recit	tals ab	ove is	taking pla	асе
	between them, or (ii) the fact that Co	nfidential	Information	have	been	made	available	to
	it or that it							

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

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

ARTICLE 3. EXCEPTIONS

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

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

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

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

ARTICLE 4. RETURN OF DOCUMENTS

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

ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS

- 5.1 Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any
- **5.2** Nothing in this Agreement shall be construed as granting or conferring to either party any rights by license or otherwise in the Confidential Information, except as expressly provided herein.
- **5.3** Nothing in this Agreement shall be construed as (i) obligating either party to disclose any information which it does not wish to disclose, or (ii) obligating either party to accept any offer or enter into any agreement between the Parties.

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

ARTICLE 6. NO WAIVER OF RIGHT ON DELAY

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

ARTICLE 7. APPLICABLE LAW – JURISDICTION

- **7.1** All disputes arising in connection with this Agreement, if not settled amicably by the Parties, shall be finally settled under the provisions of the Indian Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act.
- **7.2** The arbitration shall be conducted in English. The arbitral tribunal shall have its seat in **Guwahati** or any other place as may be mutually agreed by both the parties. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The costs of arbitration shall be borne by the party as provided in the Act.
- 7.3 The Courts of **Dibrugarh** shall only have the jurisdiction for the purpose of this Agreement

ARTICLE 8. DURATION

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

ARTICLE 9. COMPLETE AGREEMENT

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

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

ARTICLE 10. PUBLICATIONS

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

ARTICLE 11. REMEDIES

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

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

Made on _______, at _______(Place)

On behalf of OIL

On behalf of _______

Signature :______ Signature :______ Name:

Designation:

Designation:

Technical Bid Checklist

Annexure-EEE

Tender No.	
Bidder's Name:	

		Compliance by Bidder	
SL. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Bidder to confirm that he has not taken any exception/deviations to the bid document.		
2	Confirm that the product offered strictly conform to the technical specifications.		
3	Confirm that the Offer has been made with Bid Bond / Bank Guarantee / Earnest Money along with the offer (Wherever Applicable) ?		
4	Confirm unconditional validity of the bid for 120 days from the date of opening of techno-commercial bid.		
5	Confirm that the prices offered are firm and / or without any qualifications?		
6	Confirm that all relevant fields in the on-line bidding format 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.	
Bidders Name	

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.	:	•••••
Name of Beneficiary	:M/s	
Vendor Code	:	••••••
Address	:	
Phone No. (Land Line)	:	
Mobile No.	:	
E-mail address	:	
Bank Account No. (Minimum		
Eleven Digit No.)	:	
Bank Name	:	
Branch	:	
Complete Address of your	.	
Bank	:	
IFSC Code of your Bank		
a) RTGS	:	
b) NEFT	:	
PAN	:	
VAT Registration No.	:	
CST Registration No.	:	
Service Tax Registration No.	:	
Provident Fund Registration	:	
our above mentioned accoun	nt directly and we shall not hole	n Oil India Limited can be remitted to d 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.