

## Annexure-II

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

**INVITATION FOR BID**  
**LOCAL COMPETITIVE BID**

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

<b>Tender No</b>	<b>Bid Closing/ Opening Date</b>	<b>Item &amp; Qty</b>
<b>SDI9908P16 DT: 18.01.2016 (SINGLE STAGE TWO BID SYSTEM)</b>	<b>10.03.2016</b>	<b>NEXT GENERATION FIREWALLS</b>

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](http://www.oil-india.com).

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



**OIL INDIA LIMITED**  
(A Government of India Enterprises)  
PO : Duliajan – 786602  
Assam (India)

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

Email: [tuhin\\_roy@oilindia.in](mailto:tuhin_roy@oilindia.in) ; [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in)

**FORWARDING LETTER**

**Tender No.** : SDI9908P16 Dtd 18.01.16

**Tender Fee** : Rs 1,000.00

**Bid Security Amount** : Applicable

**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

OIL invites Bids for **Next Generation Firewalls** 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.

**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](mailto: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](http://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:

<b>Criteria</b>	<b>Complied / Not Complied.</b>
<p>a) The bidder must have experience of executing similar order of supplying Network Items (Switches/Routers/Firewalls etc.) in other PSUs/ Govt. organizations / public limited companies during the last 3 years from the bid closing date. The order should be of minimum Rs. 97 Lakhs value.</p> <p>Necessary evidence in the form of order copies / proof of supplies / acceptance / performance certificates should be submitted along with the offer.</p>	<p><b>Documentary evidence submitted / not submitted</b></p>
<p>b) Annual financial turnover of the firm in any of the last 3 financial years or current financial year should not be less than <b>Rs 3.21 Crores.</b></p>	

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 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](http://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 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](#).**

**Display RFX Response:**

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify

RFX Response Number 60006452    RFX Number TEST2    Status Submitted  
 RFX Owner WIPRO\_TEST1    Total Value 0.00 INR    RFX Response Version 1

**RFX Information** | Items | Notes and Attachments | Conditions

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Service and Delivery Information

Incoterms  
 and Statistics  
 Created On  
 Created By  
 Last Processed On  
 Last Processed By

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid from
The table does not contain any data			

Go to this Tab “Technical RFX Response” for Uploading “Techno-commercial Unpriced Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

**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:**

**Edit RFX Response:**

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature

RFX Response Number 60006452    RFX Number TEST2    Status Withdrawn    Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1    Total Value 0.00 INR    RFX Response Version Number 2    RFX Version Number 5

**RFX Information** | Items | **Notes and Attachments** | Conditions | Summary

▼ Notes

Add | Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Bid on “EDIT” Mode

Area for uploading Techno-Commercial Unpriced Bid\*

Area for uploading Priced Bid\*\*

### **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 Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click 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 **Tender no.** and **Due date** to **Head**

Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender.

- a) Original Bid Security
- b) Detailed Catalogue (if any)
- c) Any other document required to be submitted in original as per tender requirement

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

**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 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.
- 14.0 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:**

**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: SDI9908P16 Dtd 18.01.16****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.

<b><u>Criteria</u></b>	<b>Complied / Not Complied. (Remarks if any)</b>
<p><b>1.0 BID REJECTION CRITERIA (BRC):</b></p> <p>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.</p> <p><b>A) TECHNICAL:</b></p> <ol style="list-style-type: none"> <li>1. The bidders will be considered as OEM or Non-OEM. OEM's may quote directly against the tender. Non-OEM bidders must submit authorization letter from their OEM of Next generation Firewall to quote against the tender. Sample format given as Annexure-I.</li> <li>2. OEM of the Firewalls will have to state on their company letterhead that they will provide support directly, including replacement of spares, during warranty and AMS period</li> <li>3. The OEM of the offered Firewall Product must be in the "Leaders/Challengers/Visionaries Quadrant" as per "Gartner's Magic Quadrant for Enterprise Network Firewalls" for the year 2015.</li> <li>4. Bids not meeting technical specifications, installation &amp; commissioning, warranty and AMS terms will be rejected.</li> </ol> <p><b>B) COMMERCIAL:</b></p> <ol style="list-style-type: none"> <li>i) Validity of the bid shall be minimum 120 days from the Bid Closing Date.</li> <li>ii) Bid security: The bid must be accompanied by Bid Security of <b>Rs 3.21 Lakhs</b> 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</li> </ol>	



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 10.01.2017).**

**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.**

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.

iv) 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.**

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

vi) 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.

vii) 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.

viii) 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.

ix) 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.

x) 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:**

i) For evaluation of bids, the total cost of the bid including equipment cost including software license and content update subscription, installation & commissioning, training, warranty for a period of one year and 4 years AMS charges shall be considered. 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) 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.**

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## ANNEXURE-IA

**Tender No & Date: SDI9908P16 Dtd 18.01.16**

Oil India Limited (OIL) is a premier Indian National Oil company under the administrative control of Ministry of Petroleum and Natural Gas, Govt. of India, engaged in the business of exploration, development and production of crude oil and natural gas, transportation of crude oil and production of LPG intends to implement Next Generation Firewall at its branch offices.	<b>Complied / Not Complied . (Remarks if any)</b>
<b>TECHNICAL SPECIFICATIONS WITH QUANTITY:</b>	
<b><u>Item 1. Next Generation Firewall Type-I. Qty = 8 Nos</u></b>  Note : The bidder must submit : 1. OEM technical datasheet/brochure relevant to the offered solution along with the bid. 2. Unpriced Bill of Materials to be supplied  1 . Hardware  1.1 Make and Model: Vendor must Specify 1.2 Integrated Ethernet LAN Port: Minimum eight (8) 10/100/1000 Ethernet Ports 1.3 Expansion I/O Slot: Minimum four (4) Gigabit Ethernet SFP 1.4 Console Port :Minimum one (1) 1.5 Memory (DRAM): Minimum 4 GB 1.6 Power Supply: 100-240 VAC, 50-60Hz 1.7 Form Factor: 19 inch rack-mountable 1.8 Local storage: 250 GB  2. Performance and Capacity  2.1 Firewall Throughput: Minimum 2.2 Gbps 2.2 IPsec VPN Throughput: Minimum 1.2 Gbps 2.3 IPS throughput: Minimum 360 Mbps 2.4 Connections per second: Minimum 40K 2.5 Concurrent Sessions: Minimum 1M 2.6 Minimum number of IPsec VPN tunnels : 25 K  3. High Availability Features  3.1 Stateful Failover: Must be supported 3.2 HA modes supported: Active/Active and Active/Passive  4. Software Features	

<p>4.1 Protocol Support: IPv4 and IPv6</p> <p>4.2 Address Translation Support:</p> <p>4.2.1 Source NAT with Port Address Translation (PAT)</p> <p>4.2.2 Static NAT</p> <p>4.2.3 Destination NAT with PAT</p> <p>4.2.4 NAT64</p> <p>4.3 First Generation Firewall capabilities:</p> <p>4.3.1 Stateful Protocol Inspection</p> <p>4.3.2 Stateless Filters</p> <p>4.3.3 Zoning support</p> <p>4.3.4 Screening of DoS, DDoS, replay attack</p> <p>4.4 VPN Support:</p> <p>4.4.1 Ipsec Tunnel</p> <p>4.4.2 Authentication method supported - RADIUS, LDAP</p> <p>4.5 Integrated signature-based IPS (Intrusion Prevention System) support:</p> <p>4.5.1 It should be able to work with Vulnerability and exploit signatures and capable of Protocol anomaly detection and behavior-based detection.</p> <p>4.5.2 It should be able to provide real time protection based on daily and emergency IPS signature updates.</p> <p>4.5.3 It should be able to inspect SSL encrypted traffic.</p> <p>4.5.4 IPS engine must be integrated with the device not merely a co-located separate device.</p> <p>4.5.5 The bidder must give information on subscription model of IPS signature updates and provide updates for five(5) years from the date of commissioning.</p> <p>4.6. Application Awareness and control:</p> <p>4.6.1 It must be capable to identify, allow, block or limit usage (based on bandwidth and/or time) of standard applications, including Web 2.0 and social networking, regardless of port, protocol or evasive technique used to traverse the network.</p> <p>4.6.2 It must be capable of SSL inspection</p> <p>4.6.3 It must have support for user role based policies i.e. application security based on user role and identity of all endpoints including mobile devices.</p> <p>4.6.4 The bidder must give information on subscription model of application classification signature updates and provide updates for five(5) years from the date of commissioning.</p>	
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<p>4.7 Endpoint/User Identity Awareness:</p> <p>4.7.1 It must provide granular visibility of users, groups and machines, providing application and access control through the creation of accurate, identity-based policies.</p> <p>4.7.2 It must be able to integrate with Active Directory server for user identification.</p> <p>4.8 Web Content Filtering:</p> <p>4.8.1 It must be capable of web filtering based on categorized database</p> <p>4.8.2 It must be able to enforce inspection of all traffic, even when traversing non-standard ports and eliminate by-pass through external proxy</p> <p>4.8.3 It must be able filter SSL encrypted traffic</p> <p>4.8.4 The firewall must act as a Web Proxy server with bandwidth allocation facility (User Quota Management facility, e.g. 500 Mb per day per user) per day per user basis for Internet access.</p> <p>4.8.5 The bidder must give information on subscription model of URL database updates and provide updates for five(5) years from the date of commissioning.</p> <p>4.9 Anti-virus Capability:</p> <p>4.9.1 It must be able to block incoming malicious contents like : Virus, Trojans, Key logger etc in real time based signature database</p> <p>4.9.2 The bidder must give information on subscription model of signature database updates and provide updates for five(5) years from the date of installation and commissioning.</p> <p>4.10 Traffic Management and Quality of Service:</p> <p>4.10.1 It must be able to do QoS (Quality of Service) prioritization for both encrypted and unencrypted traffic. Application based QoS prioritization must be supported.</p> <p>4.10.2 It must support multiple ISP (Internet Service Provider) redundancy support. It must be able to support internet access through multiple ISP links and able to switch over internet traffic to the working links when one or more ISP links fail.</p> <p>4.10.3 It must be able to distribute the internet traffic over multiple ISP links for load sharing.</p> <p>4.11 Administration and monitoring Features:</p> <p>4.11.1 The solution must have centralised security management,reporting, logging and analyzer solution, Event Management should be either in appliance/software</p>	
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<p>foot print and should be able to collect logs from all security controls i.e. Firewall, IPS ,web security controls.</p> <p>4.11.2 Administration interface: It must support both GUI/Web and CLI (Command Line Interface) based user interface for administration and monitoring of the device.</p> <p>4.11.3 Monitoring: It must support real time network performance monitoring, sessions.</p> <p>4.11.4 Logging Support: It must support logging security events, user activity and system events. It must support analysis of the logs generated by allowing search query and use of filters for different log types.</p> <p>5. Supply of software license and content update subscription (if required)</p> <p>5.1 If any of the specification listed above requires purchase of separate software license and/or Content update subscription apart from the base hardware, it must be specified in the technical specification response sheet and supplied along with the hardware devices.</p> <p>5.2. The bidder must supply the necessary software licenses and/or content update subscriptions as necessary.</p> <p>5.3 The Content update subscription provided by the bidder must be for a period of five (5) years from the date of commissioning of the hardware.</p>	
<p><b><u>Item 2. Next Generation Firewall Type-II. Qty = 8 Nos</u></b></p> <p>Note :</p> <p>The bidder must submit :</p> <ol style="list-style-type: none"> <li>1. OEM technical datasheet/brochure relevant to the offered solution along with the bid.</li> <li>2. Unpriced Bill of Materials to be supplied</li> </ol> <p>1 . Hardware</p> <ol style="list-style-type: none"> <li>1.1 Make and Model: Vendor must Specify</li> <li>1.2 Integrated Ethernet LAN Port: Minimum eight (8) 10/100/1000 Ethernet Ports</li> <li>1.3 Expansion I/O Slot: Minimum four (4) Gigabit Ethernet SFP</li> <li>1.4 Console Port :Minimum one (1)</li> <li>1.5 Memory (DRAM): Minimum 4 GB</li> <li>1.6 Power Supply: 100-240 VAC, 50-60Hz</li> <li>1.7 Form Factor: 19 inch rack-mountable</li> <li>1.8 Local storage: 250 GB</li> </ol> <p>2. Performance and Capacity</p>	

- 2.1 Firewall Throughput: Minimum 5.8 Gbps
- 2.2 IPsec VPN Throughput: Minimum 2 Gbps
- 2.3 IPS (Intrusion Prevention System) throughput: Minimum 1.1 Gbps
- 2.4 Connections per second: Minimum 70K
- 2.5 Concurrent Sessions: Minimum 1M
- 2.6 Maximum users supported: Unrestricted
- 2.7 Minimum number of IPsec VPN tunnels : 38 K

### 3. High Availability Features

- 3.1 Stateful Failover: Must be supported
- 3.2 HA modes supported: Active/Active and Active/Passive

### 4. Software Features

#### 4.1 Protocol Support: IPv4 and IPv6

#### 4.2 Address Translation Support:

- 4.2.1 Source NAT with Port Address Translation (PAT)
- 4.2.2 Static NAT
- 4.2.3 Destination NAT with PAT
- 4.2.4 NAT64

#### 4.3 First Generation Firewall capabilities:

- 4.3.1 Stateful Protocol Inspection
- 4.3.2 Stateless Filters
- 4.3.3 Zoning support
- 4.3.4 Screening of DoS, DDoS, replay attack

#### 4.4 VPN Support:

- 4.4.1 Ipsec Tunnel
- 4.4.2 Authentication method supported - RADIUS, LDAP

#### 4.5 Integrated signature-based IPS (Intrusion Prevention System) support:

4.5.1 It should be able to work with Vulnerability and exploit signatures and capable of Protocol anomaly detection and behavior-based detection.

4.5.2 It should be able to provide real time protection based on daily and emergency IPS signature updates.

4.5.3 It should be able to inspect SSL encrypted traffic.

4.5.4 IPS engine must be integrated with the device not merely a co-located separate device.



<p>4.5.5 The bidder must give information on subscription model of IPS signature updates and provide updates for five(5) years from the date of commissioning.</p> <p>4.6. Application Awareness and control:</p> <p>4.6.1 It must be capable to identify, allow, block or limit usage (based on bandwidth and/or time) of standard applications, including Web 2.0 and social networking, regardless of port, protocol or evasive technique used to traverse the network.</p> <p>4.6.2 It must be capable of SSL inspection</p> <p>4.6.3 It must have support for user role based policies i.e. application security based on user role and identity of all endpoints including mobile devices.</p> <p>4.6.4 The bidder must give information on subscription model of application classification signature updates and provide updates for five(5) years from the date of commissioning.</p> <p>4.7 Endpoint/User Identity Awareness:</p> <p>4.7.1 It must provide granular visibility of users, groups and machines, providing application and access control through the creation of accurate, identity-based policies.</p> <p>4.7.2 It must be able to integrate with Active Directory server for user identification.</p> <p>4.8 Web Content Filtering:</p> <p>4.8.1 It must be capable of web filtering based on categorized database</p> <p>4.8.2 It must be able to enforce inspection of all traffic, even when traversing non-standard ports and eliminate by-pass through external proxy</p> <p>4.8.3 It must be able filter SSL encrypted traffic</p> <p>4.8.4 The firewall must act as a Web Proxy server with bandwidth allocation facility (User Quota Management facility, e.g. 500 Mb per day per user) per day per user basis for Internet access.</p> <p>4.8.5 The bidder must give information on subscription model of URL database updates and provide updates for five(5) years from the date of commissioning.</p> <p>4.9 Anti-virus Capability:</p> <p>4.9.1 It must be able to block incoming malicious contents like : Virus, Trojans, Key logger etc in real time based signature database</p> <p>4.9.2 The bidder must give information on subscription model of signature database updates and provide updates for five(5) years from the date of installation and commissioning.</p>	
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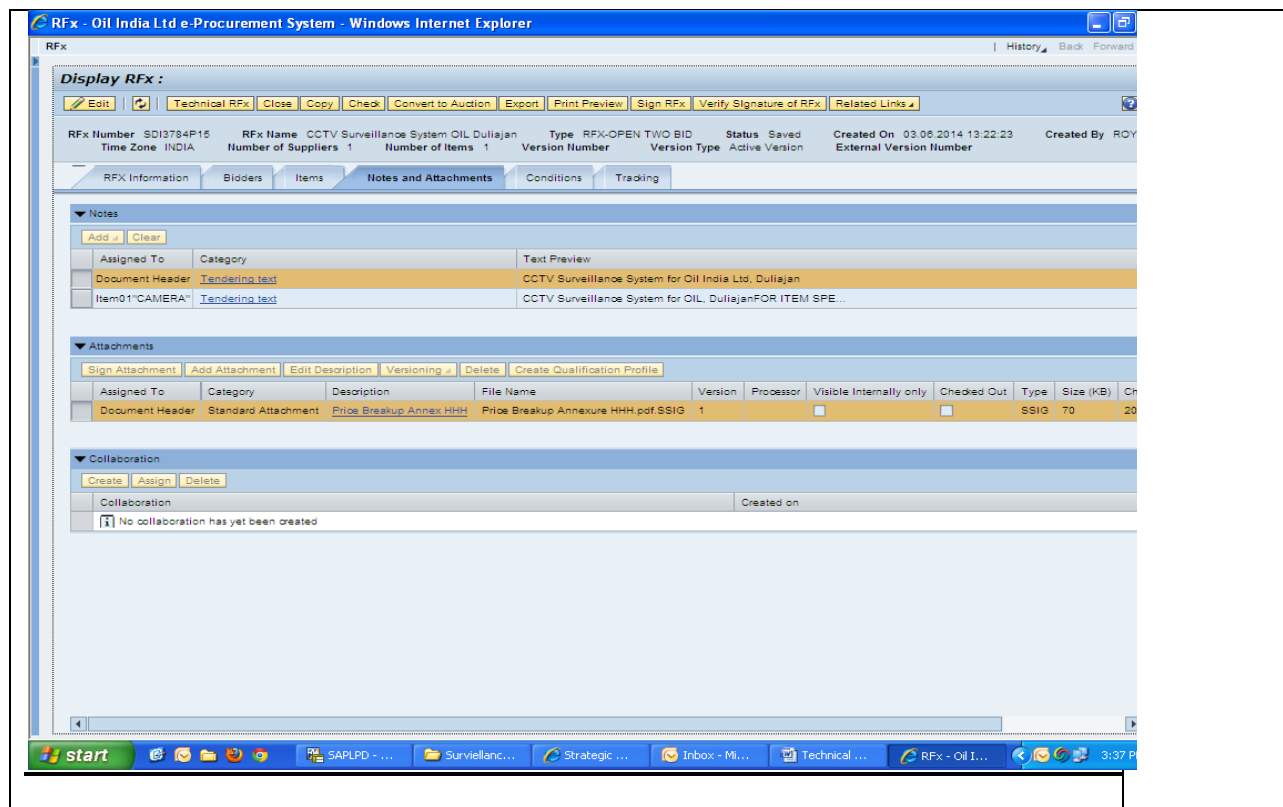
<p>4.10 Traffic Management and Quality of Service:</p> <p>4.10.1 It must be able to do QoS (Quality of Service) prioritization for both encrypted and unencrypted traffic. Application based QoS prioritization must be supported.</p> <p>4.10.2 It must support multiple ISP (Internet Service Provider) redundancy support. It must be able to support internet access through multiple ISP links and able to switch over internet traffic to the working links when one or more ISP links fail.</p> <p>4.10.3 It must be able to distribute the internet traffic over multiple ISP links for load sharing.</p> <p>4.11 Administration and monitoring Features:</p> <p>4.11.1 The solution must have centralised security management, reporting, logging and analyzer solution, Event Management should be either in appliance/software foot print and should be able to collect logs from all security controls i.e. Firewall, IPS, web security controls.</p> <p>4.11.2 Administration interface: It must support both GUI/Web and CLI (Command Line Interface) based user interface for administration and monitoring of the device.</p> <p>4.11.3 Monitoring: It must support real time network performance monitoring, sessions.</p> <p>4.11.4 Logging Support: It must support logging security events, user activity and system events. It must support analysis of the logs generated by allowing search query and use of filters for different log types.</p> <p>5. Supply of software license and content update subscription (if required)</p> <p>5.1 If any of the specification listed above requires purchase of separate software license and/or Content update subscription apart from the base hardware, it must be specified in the technical specification response sheet and supplied along with the hardware devices.</p> <p>5.2. The bidder must supply the necessary software licenses and/or content update subscriptions as necessary.</p> <p>5.3 The Content update subscription provided by the bidder must be for a period of five (5) years from the date of commissioning of the hardware.</p>	
<p><b>Warranty of 1 year:</b></p> <p>1. The bidder must provide onsite warranty for all the hardware provided under</p>	

<p>this order for a minimum of 1 (one) year. The warranty must cover replacement of defective hardware.</p> <p>2. Warranty will start after successful completion of Installation &amp; Commissioning at all locations.</p> <p>3. During the Warranty period, any failed device shall have to be repaired/ replaced with a new/ standby one 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.</p> <p>4. During the Warranty period, the engineer attending the call shall have to submit a call report to OIL. The report has to be duly signed by OIL's IT engineer and then only the call shall be considered attended.</p> <p>5. In case of failure on the part of the successful bidder to rectify a reported problem within 72 hrs of reporting the problem, the tenure of the Warranty will be extended on a pro-rata basis till rectification of fault, at no extra cost to OIL.</p> <p>6. Cost of visits by bidder's personnel for Warranty-related work shall have to be borne by the successful bidder.</p>	
<p><b><u>Item No 3. Installation and Commissioning. Qty = 1 AU</u></b></p> <p>Delivery, Installation and Commissioning Clauses:</p> <p>1. Items have to be delivered within 60 days of placement of purchase order. Installation and commissioning has to be carried out by an OEM-certified installation engineer at branch offices of Oil India Limited, within 30 days of delivery of equipment.</p> <p>2. The bidder will be responsible for design, installation and configuration of the Firewall solution as per OIL's requirements. The devices have to be installed in active-active load balancing mode at each location.</p> <p>3. The bidder must provide documentation for design, installation and configuration after commissioning of the Firewall solution. The documentation must include step-by-step procedures to configure the devices.</p> <p>4. The bidder has to make his own arrangements for transportation and accommodation of the installation engineer at all the locations.</p> <p>5. The bidder must provide soft copy/hard copy of the OEM product documentation and configuration guides.</p> <p>6. All the required software licenses and content update licenses must be provided in soft/hard copy.</p> <p>7. OIL will issue a commissioning certificate after successful installation and commissioning of the equipment and supply of all related deliverables at all locations. The warranty period will start from the date of issue of this certificate.</p> <p>8. Address for delivery and Installation and commissioning of equipment given in Annexure-V.</p>	
<p><b><u>Item No 4. Training. Qty = 1 AU</u></b></p> <p>1. In order to ensure optimal utilization of the Firewall solution, the successful bidder must impart training to four (04) IT personnel of OIL for a minimum duration of 3 (three) days after the installation and commissioning of the equipment. The training content must include at least the following:</p>	

<p>a) Basics of Next generation Firewall technology</p> <p>b) Features and capabilities of the supplied product</p> <p>c) Administration and management of the supplied product</p> <p>d) Troubleshooting and maintenance of the supplied product</p> <p>e) Lab sessions</p> <p>2. The bidder must arrange for necessary training infrastructure to be conducted by OEM certified instructor. The bidder is free to impart the training in any location of their choice in India. The training facility must be OEM authorized for imparting training on the offered solution.</p> <p>3. Cost of transportation and accommodation of the OIL Personnel for training will be borne by OIL.</p> <p>4. The training must be completed within two months of installation and commissioning of the product.</p> <p>5. Complete OEM published training material as per OEM curriculum must be provided either in hardcopy or softcopy to each participant. The training material provided must be standard course material provided as part of the course. The training material shall not be tailor-made for OIL.</p> <p>6. Training cost has to be quoted separately.</p>	
<p><b><u>Item No 5. AMS of 4 years. Qty = 1 AU</u></b></p> <p>1. The Annual Maintenance Service shall start after successful completion of warranty period.</p> <p>2. For any reason, if the warranty period is extended, AMS shall start after completion of the extended warranty period.</p> <p>3. The AMS shall be for a period of four (4) years.</p> <p>4. During the AMS period, any failed device shall have to be repaired/ replaced with a new/ standby one 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.</p> <p>5. During the AMS period, the engineer attending the call shall have to submit a call report to OIL. The report has to be duly signed by OIL's IT engineer and then only the call shall be considered attended.</p> <p>6 In case of failure on the part of the successful bidder to rectify a reported problem within 72 hrs of reporting the problem, the tenure of the AMS will be extended on a pro-rata basis till rectification of fault, at no extra cost to OIL.</p> <p>7 Cost of visits by bidder's personnel for AMS-related work shall have to be borne by the successful bidder.</p> <p>8 AMS charges will be paid quarterly after completion of the quarter. The successful bidder must submit appropriate invoices to Head-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on a Quarterly basis, clearly mentioning the OIL Purchase Order no. and period of billing.</p> <p>9 The bidder must have a service agreement with the OEM for providing maintenance support for the solution. The bidder must submit a copy of the service agreement to OIL immediately after the placement of Purchase Order and before commencing installation and commissioning.</p>	

<p><b>Clauses common to both Warranty and Annual Maintenance Service:</b></p> <ol style="list-style-type: none"> <li>1. The bidder must supply and implement any firmware/Operating System Update/software update/Patch released by the OEM during the Warranty/AMS period for the offered solution. Such updates must be provided free of cost.</li> <li>2. All supplied hardware including firewalls, management console and rugged laptop should be covered under warranty/AMS clauses.</li> <li>3. There will be a single point of contact for reporting any problem related to the offered solution. It must be possible to report problems over both phone and email or online. These details must be provided along with the escalation matrix.</li> <li>4. Telephonic support must be provided within 2 hours of reporting the problem.</li> </ol>	
<p><b>Special Terms &amp; Conditions:</b></p> <ol style="list-style-type: none"> <li>1. The bidder should provide an Undertaking of authenticity for Next Generation Firewall to be supplied as per Annexure-II.</li> <li>2. Bidder shall have to quote for all the items as specified in tender. Partial offers will be considered as non-responsive and will be rejected.</li> <li>3. The bidder must provide technical details of their offered solution in the format specified in the Annexure-III. The bidder must ensure that they agree to comply with other terms and conditions by submitting their responses in the format specified in Annexure-IV.</li> <li>4. Bidders must not propose solutions involving products that have reached or are near end of life. The proposed solution must have minimum of 5 years of end of support/end of life from the date of bid closing. OEM certificate to this effect must be submitted along with the bid. OEM should also certify for the availability of spares for next five years.</li> <li>5. The successful bidder must provide management console at each location to configure and manage the firewalls.</li> <li>6. One central management console with one rugged laptop must be supplied at Duliajan to configure and manage all the firewalls of branch offices. The Central management console must be capable of managing minimum 20 Nos of firewalls.</li> </ol> <p><b>The Rugged Laptop should be of make Dell/Panasonic/Toshiba with 14 inch HD Display, Fourth Gen intel core i7 processor, 16 GB DDR3 memory, 500 GB storage, Windows 8.1 Pro(64bit) or Latest OS and minimum one serial port.</b></p>	
<p><b>Payment Terms:</b></p> <ol style="list-style-type: none"> <li>1. 70% payment of the equipment cost will be paid against delivery of material. Remaining 20% will be paid after completion of installation and commissioning and 10% will be paid after completion of training.</li> <li>2. Training charges will be paid after successful completion of training.</li> <li>3. AMS charges will be paid Quarterly after successful completion of the Quarter.</li> </ol>	

<p>The successful bidder must submit appropriate invoices to Head-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on a quarterly basis, clearly mentioning the OIL Purchase Order No. and period of billing. The amount will be paid after deduction of penalty (if any) for this period of billing.</p>	
<p><b>Penalty Terms:</b></p> <p>1. 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. In case of failure on the part of the bidder to rectify the problem within 72 hrs of reporting, a penalty of Rs 1000.00 per day per device will be levied. However, maximum penalty will not exceed 15% of the total AMS charges.</p>	
<p><b>Confidentiality Agreement</b></p> <p>1.OIL Confidentiality and Non-Disclosure Agreement(NDA) will be applicable and bidder has to submit Non-Disclosure Agreement as per given format duly signed &amp; Sealed by the authorized signatory of the bidder.</p>	
<p><b><u>Price Breakup:</u></b></p> <p>Bidders should submit the price breakup of all the items as per “Annexure HHH” which has been uploaded under “Notes &amp; Attachments” &gt; “Attachments” as shown below. The price breakup “Annexure HHH” should be filled up, signed and uploaded under “Notes &amp; Attachments” &gt; “Attachments” only. <b>The filled up price breakup 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.</b></p>	



**NOTE:**

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

## **Annexure-I**

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,

We hereby authorize M/s \_\_\_\_\_ to quote and provide onsite warranty and Annual Maintenance support, including replacement of spares, for the above tender, on our behalf.

Yours faithfully,

For .....(Type Name & Affix Seal of the firm)

.....  
(Signature of Authorized Signatory)

Name:

Designation:

Place:

Email:

Phone No.:

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## **Annexure-II**

Sample Format of undertaking of authenticity letter  
(To be typed on the bidder's letterhead)

Ref. No \_\_\_\_\_

Date \_\_\_\_\_

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

Sub: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No. \_\_\_\_\_ Dated \_\_\_\_\_.

Sir,

With reference to the items being quoted to you vide our quotation No. .... cited above, we hereby undertake that all the components/ parts/ assembly/ software used shall be original & new.

We also undertake that in respect of Firewall and other licenses, these shall be sourced from authorized sources.

We hereby undertake to produce the certificate from our OEM in support of the above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM at the time of delivery or within a reasonable time.

Yours faithfully,

For .....(Type Name & Affix Seal of the firm)

.....  
(Signature of Authorized Signatory)

Name:  
Designation:  
Place:  
Email:  
Phone No.:

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### Annexure-V

SL NO	Location	Address for delivery and installation	Equipment to be installed
1.	FHQ, Duliajan along with the remote Field locations	Oil India Limited, IT Department, R&D Building,  Duliajan, Assam - 786602	1. Central Management Console 2. Rugged Laptop
2.	Corporate HQ, Noida	Plot No. 19, Film City, Sector 16A, Noida - 201301	Firewall Type-II & Management Console  Two Nos of firewalls at each location.
3.	PHQ, Guwahati	Oil India Limited P.O. Udayan Vihar Narengi, Guwahati – 781171	
4.	Kolkata Main office	Oil India Limited 4, India Exchange Place, Kolkata - 700 001	
5.	Jodhpur office	Oil India Limited Rajasthan Project, OIL HOUSE 2-A, District Shopping Centre Saraswati Nagar, Basni, Jodhpur Rajasthan - 342005	
6.	CoEES	Oil India Limited Centre for Excellence, Near Pantaloon Show Room, G S Road, Guwahati -781006	
7.	Kolkata Shipping office	Oil India Limited Continental Chambers, 2nd Floor 15-A , Hemanta Basu Sarani Kolkata – 700001	Firewall Type-I & Management Console  Two Nos of firewalls at each location.
8.	CEMG office	Oil India Limited 5th Floor IT Infra Building FC-24 Sector 16-A, Noida-201301	
9.	Kakinada office	Oil India Limited KG Basin Project 2-7A-7, Subhadra Residency Venkatanagar, Sivalayam Street Kakinada 533003, Andhra Pradesh	

**Tender No & Date: SDI9908P16 Dtd 18.01.16**

Clause Number  in the Tender	Specification in the Tender	Bidder's Response	Does the product meet this specification? (Yes/ NO)	Does this specification need additional software license? Please give details.	Reference to relevant section in the technical documentation/ OEM Website
1. Hardware					
1. 1.	Make and Model				
1. 2.	Integrated Ethernet LAN Port: Minimum eight (8) 10/100/1000 Ethernet Ports				
1. 3.	Expansion I/O Slot: Minimum four (4) Gigabit Ethernet SFP				
1. 4.	Console Port: Minimum one (1)				
1. 5.	Memory (DRAM): Minimum 4 GB				
1. 6.	Power Supply				
	Hot swappable and redundant				
	100-240 VAC, 50-60Hz				
1. 7.	Form Factor: 19 inch rack-mountable				
1. 8.	Local storage: 1 + 1 250GB, RAID 1				
1. 9.	Warranty: 1 year from date of commissioning				
2. Performance and Capacity					
2.1	Firewall Throughput: Minimum 5.8 Gbps				
2.2	IPsec VPN Throughput: Minimum 2 Gbps				
2.3	IPS (Intrusion Prevention System) throughput: Minimum 1.1 Gbps				

2.4	Connections per second: Minimum 70 K				
2.5	Concurrent Sessions: Minimum 1Million				
2.6	Minimum number of IPsec VPN tunnels : 38 K				
3. High Availability Features					
3.1	Stateful Failover: Must be supported				
3.2	HA modes supported: Active/Active and Active/Passive				
4. Software Features					
4.1	Protocol Support: IPv4 and IPv6				
4.2	Address Translation Support				
4.2.1	Source NAT with Port Address Translation (PAT)				
4.2.2	Static NAT				
4.2.3	Destination NAT with PAT				
4.2.4	NAT64				
4.3	First Generation Firewall capabilities				
4.3.1	Stateful Protocol Inspection				
4.3.2	Stateless Filters				
4.3.3	Zoning support				
4.3.4	Screening of DoS, DDoS, replay attack				
4.4	VPN Support				
4.4.1	Ipsec Tunnel				
4.4.2	Authentication method supported - RADIUS, LDAP				
4.5	Integrated signature based IPS (Intrusion Prevention System) support				
4.5.1	It should be able to work with Vulnerability and exploit signatures and capable of Protocol anomaly detection and behavior-based detection.				

4.5.2	It should be able to provide real time protection based on daily and emergency IPS signature updates.				
4.5.3	It should be able to inspect SSL encrypted traffic.				
4.5.4	IPS engine must be integrated with the device not merely a co located separate device.				
4.5.5	The bidder must give information on subscription model of IPS signature updates and provide updates for three(3) years from the date of commissioning.				
4.6	Application Awareness and control				
4.6.1	It must be capable to identify, allow, block or limit usage (based on bandwidth and/or time) of standard applications, including Web 2.0 and social networking, regardless of port, protocol or evasive technique used to traverse the network.				
4.6.2	It must be capable of SSL inspection				

4.6.3	It must have support for user role based policies i.e. application security based on user role and identity of all endpoints including mobile devices.				
4.6.4	The bidder must give information on subscription model of application classification signature updates and provide updates for three(3) years from the date of commissioning.				
4.7	Endpoint/User Identity Awareness				
4.7.1	It must provide granular visibility of users, groups and machines, providing application and access control through the creation of accurate, identity-based policies.				
4.7.2	It must be able to integrate with Active Directory server for user identification.				

4.8	Web Content Filtering				
4.8.1	It must be capable of web filtering based on categorized database				
4.8.2	It must be able to enforce inspection of all traffic, even when traversing non-standard ports and eliminate by-pass through external proxy				
4.8.3	It must be able filter SSL encrypted traffic				
4.8.4	The firewall must act as a Web Proxy server with bandwidth allocation facility (User Quota Management facility, e.g. 500 Mb per day per user) per day per user basis for				
4.8.5	The bidder must give information on subscription model of URL database updates and provide updates for three(3) years from the date of commissioning.				
4.9	Anti-virus Capability				

4.9.1	It must be able to block incoming malicious contents like : Virus, Trojans, Key logger etc in real time based signature database				
4.9.2	The bidder must give information on subscription model of signature database updates and provide updates for three(3) years from the date of commissioning.				
4.1	Traffic Management and Quality of Service				
4.10.1	It must be able to do QoS (Quality of Service) prioritization for both encrypted and unencrypted traffic. Application based QoS prioritization must be supported.				

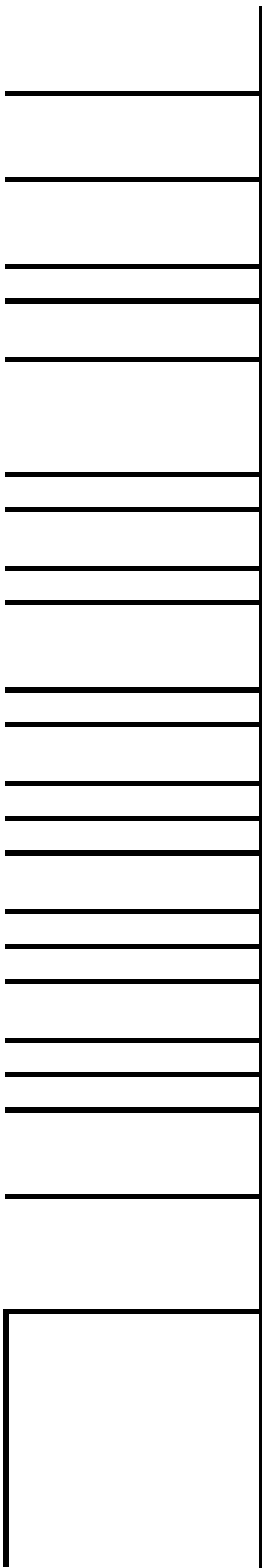


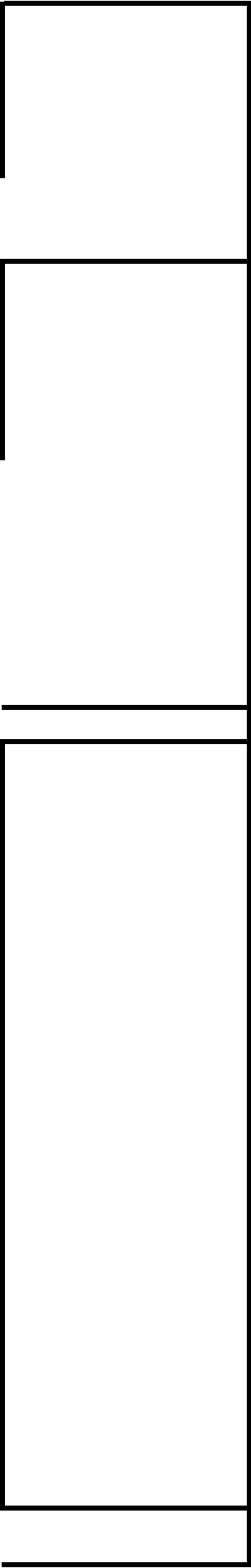
4.10.2	It must support multiple ISP (Internet Service Provider) redundancy support. It must be able to support internet access through multiple ISP links and able to switch over internet traffic to the working links when one or more ISP links fail.				
4.10.3	It must be able to distribute the internet traffic over multiple ISP links for load sharing.				
4.11	Administration and monitoring Features				
4.11.1	The solution must have centralized security management, reporting, logging and analyzer solution, Event Management should be either in appliance/software foot print and should be able to collect logs from all security controls i.e. Firewall, IPS ,web security controls.				

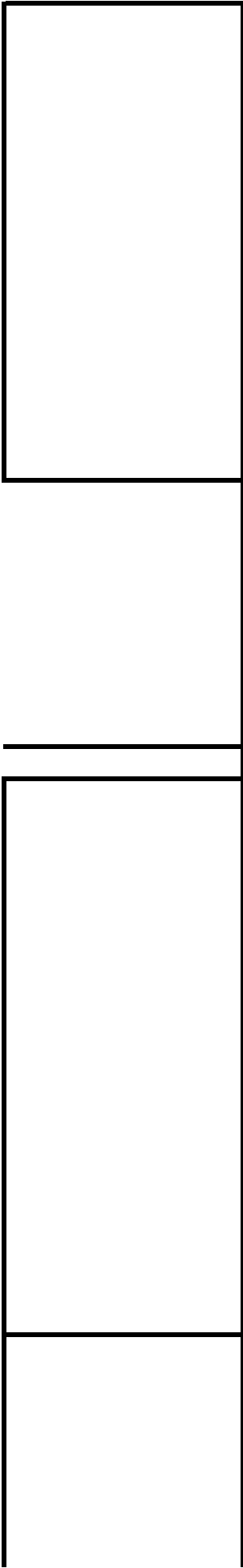
4.11.2	Administration interface: It must support both GUI/Web and CLI (Command Line Interface) based user interface for administration and monitoring of the device.				
4.11.3	Monitoring: It must support real time network performance monitoring, sessions.				
4.11.4	Logging Support: It must support logging security events, user activity and system events. It must support analysis of the logs generated by allowing search query and use of filters for different log types.				
5	Supply of software license and content update subscription (if required)				

5.1	If any of the specification listed above requires purchase of separate software license and/or Content update subscription apart from the base hardware, it must be specified in the technical specification response sheet and supplied along with the hardware devices.				
5.2	The bidder must supply the necessary software licenses and/or content update subscriptions as necessary.				
5.3	The Content update subscription provided by the bidder must be for a period of five (5) years from the date of commissioning of the hardware.				

**Description of the deviation from the specification (if any)**

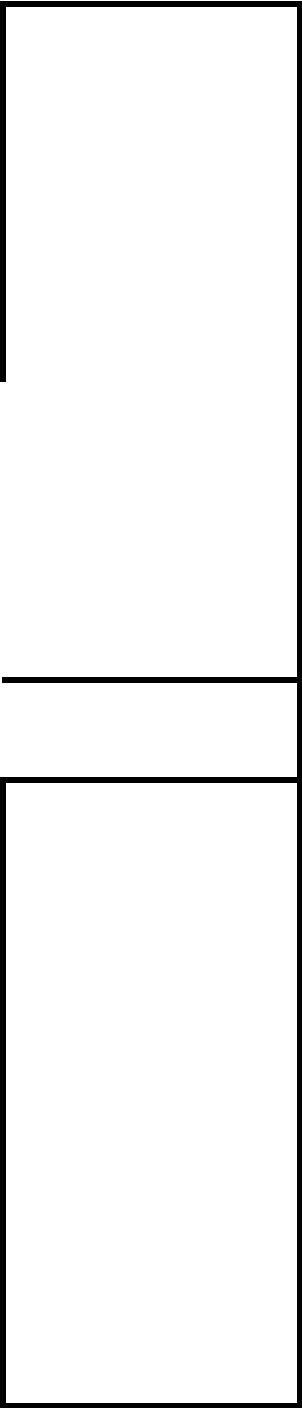


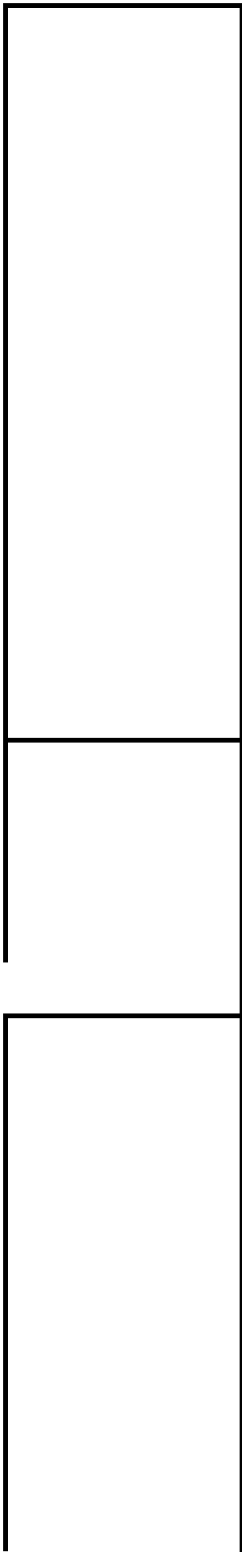


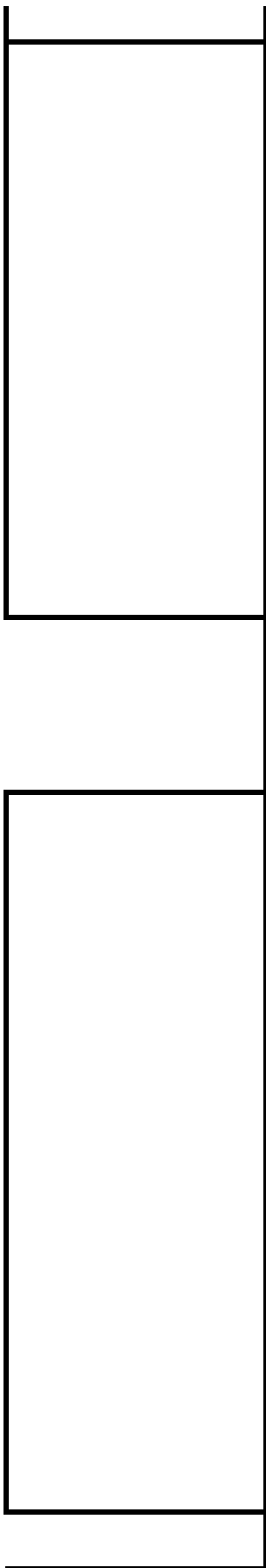


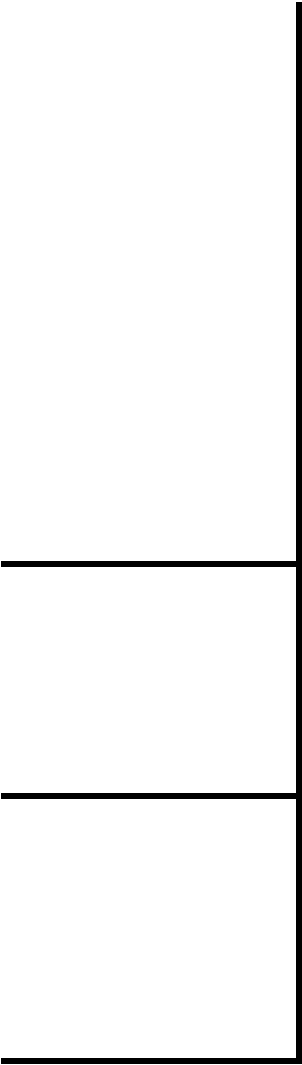
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**Annexure- IV.****Tender No & Date: SDI9908P16 Dtd 18.01.16****Bidder's Response against the Tender Clauses**

Clause Number in the Tender	Clause	Bidders Response (Complied / Not Complied)	Bidder's Comment with the relevant details if applicable
<b>BRC TECHNICAL</b>			
<b>1</b>	The bidders will be considered as OEM or Non-OEM. OEM's may quote directly against the tender. Non-OEM bidders must submit authorization letter from their OEM of Next generation Firewall to quote against the tender. Sample format given as Annexure-I.		
<b>2</b>	OEM of the Firewalls will have to state on their company letterhead that they will provide support directly, including replacement of spares, during warranty and AMS period		
<b>3</b>	The OEM of the offered Firewall Product must be in the "Leaders/Challengers/Visionaries Quadrant" as per "Gartner's Magic Quadrant for Enterprise Network Firewalls" for the year 2015.		
<b>4</b>	Bids not meeting technical specifications, installation & commissioning, warranty and AMS terms will be rejected.		
<b>Bid Evaluation Criteria (BEC)</b>			
<b>1</b>	For evaluation of bids, the total cost of the bid including equipment cost including software license and content update subscription, installation & commissioning, training, warranty for a period of one year and 4 years AMS charges shall be considered. i.e. Purchase Order shall be placed on the bidder who is lowest (L1) after		

Clause Number in the Tender	Clause	Bidders Response (Complied / Not Complied)	Bidder's Comment with the relevant details if applicable
	considering cost of all items together.		
<b>Special Terms &amp; Conditions</b>			
<b>1</b>	The bidder should provide an Undertaking of authenticity for Next Generation Firewall to be supplied as per <b>Annexure-II.</b>		
<b>2</b>	Bidder shall have to quote for all the items as specified in tender. Partial offers will be considered as non-responsive and will be rejected.		
<b>3</b>	The bidder must provide technical details of their offered solution in the format specified in the Annexure-III. The bidder must ensure that they agree to comply with other terms and conditions by submitting their responses in the format specified in Annexure-IV.		
<b>4</b>	Bidders must not propose solutions involving products that have reached or are near end of life. The proposed solution must have minimum of 5 years of end of support/end of life from the date of bid closing. OEM certificate to this effect must be submitted along with the bid. OEM should also certify for the availability of spares for next five years.		
<b>5</b>	The successful bidder must provide management console at each location to configure and manage the firewalls		
<b>6</b>	One central management console with one rugged laptop must be supplied at Duliajan to configure and manage all the firewalls of branch offices. The Central management console must be capable of managing minimum 20 Nos of firewalls. The Rugged Laptop should be of make Dell/Panasonic/Toshiba with 14 inch HD Display, Fourth Gen intel core i7 processor, 16 GB DDR3 memory, 500 GB storage, Windows 8.1 Pro (64bit) or Latest OS and minimum one serial port.		

Clause Number in the Tender	Clause	Bidders Response (Complied / Not Complied)	Bidder's Comment with the relevant details if applicable
<b>Delivery, Installation and Commissioning Clauses</b>			
<b>1</b>	Items have to be delivered within 60 days of placement of purchase order. Installation and commissioning has to be carried out by an OEM-certified installation engineer at branch offices of Oil India Limited, within 30 days of delivery of equipment.		
<b>2</b>	The bidder will be responsible for design, installation and configuration of the Firewall solution as per OIL's requirements. The devices have to be installed in active-active load balancing mode at each location.		
<b>3</b>	The bidder must provide documentation for design, installation and configuration after commissioning of the Firewall solution. The documentation must include step-by-step procedures to configure the devices.		
<b>4</b>	The bidder has to make his own arrangements for transportation and accommodation of the installation engineer at all the locations.		
<b>5</b>	The bidder must provide soft copy/hard copy of the OEM product documentation and configuration guides.		
<b>6</b>	All the required software licenses and content update licenses must be provided in soft/hard copy.		
<b>7</b>	OIL will issue a commissioning certificate after successful installation and commissioning of the equipment and supply of all related deliverables at all locations. The warranty period will start from the date of issue of this certificate.		
<b>8</b>	Address for delivery and Installation and commissioning of equipment given in <b>Annexure-V</b> .		
<b>Training Clauses</b>			
<b>1</b>	In order to ensure optimal utilization of the Firewall solution, the successful bidder must impart training to		

Clause Number in the Tender	Clause	Bidders Response (Complied / Not Complied)	Bidder's Comment with the relevant details if applicable
	<p>four (04) IT personnel of OIL for a minimum duration of 3 (three) days after the installation and commissioning of the equipment. The training content must include at least the following:</p> <ul style="list-style-type: none"> <li>a) Basics of Next generation Firewall technology</li> <li>b) Features and capabilities of the supplied product</li> <li>c) Administration and management of the supplied product</li> <li>d) Troubleshooting and maintenance of the supplied product</li> <li>e) Lab sessions</li> </ul>		
<b>2</b>	The bidder must arrange for necessary training infrastructure to be conducted by OEM certified instructor. The bidder is free to impart the training in any location of their choice in India. The training facility must be OEM authorized for imparting training on the offered solution.		
<b>3</b>	Cost of transportation and accommodation of the OIL Personnel for training will be borne by OIL.		
<b>4</b>	The training must be completed within two months of installation and commissioning of the product.		
<b>5</b>	Complete OEM published training material as per OEM curriculum must be provided either in hardcopy or softcopy to each participant. The training material provided must be standard course material provided as part of the course. The training material shall not be tailor-made for OIL.		
<b>6</b>	Training cost has to be quoted separately.		
<b>Warranty and Annual Maintenance Service</b>			
<b>Warranty Clauses</b>			



Clause Number in the Tender	Clause	Bidders Response (Complied / Not Complied)	Bidder's Comment with the relevant details if applicable
1	The bidder must provide onsite warranty for all the hardware provided under this order for a minimum of 1 (one) year. The warranty must cover replacement of defective hardware.		
2	Warranty will start after successful completion of Installation & Commissioning at all locations.		
3	During the Warranty period, any failed device shall have to be repaired/ replaced with a new/ standby one 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.		
4	During the Warranty period, the engineer attending the call shall have to submit a call report to OIL. The report has to be duly signed by OIL's IT engineer and then only the call shall be considered attended.		
5	In case of failure on the part of the successful bidder to rectify a reported problem within 72 hrs of reporting the problem, the tenure of the Warranty will be extended on a pro-rata basis till rectification of fault, at no extra cost to OIL.		
6	Cost of visits by bidder's personnel for Warranty-related work shall have to be borne by the successful bidder.		
<b>AMS Clause</b>			
1	The Annual Maintenance Service shall start after successful completion of warranty period.		
2	For any reason, if the warranty period is extended, AMS shall start after completion of the extended warranty period.		
3	The AMS shall be for a period of four (4) years.		
4	During the AMS period, any failed device shall have to be repaired/ replaced with a new/ standby one within 72		

Clause Number in the Tender	Clause	Bidders Response (Complied / Not Complied)	Bidder's Comment with the relevant details if applicable
	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.		
5	During the AMS period, the engineer attending the call shall have to submit a call report to OIL. The report has to be duly signed by OIL's IT engineer and then only the call shall be considered attended.		
6	In case of failure on the part of the successful bidder to rectify a reported problem within 72 hrs of reporting the problem, the tenure of the AMS will be extended on a pro-rata basis till rectification of fault, at no extra cost to OIL.		
7	Cost of visits by bidder's personnel for AMS-related work shall have to be borne by the successful bidder.		
8	AMS charges will be paid quarterly after completion of the quarter. The successful bidder must submit appropriate invoices to Head-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on a Quarterly basis, clearly mentioning the OIL Purchase Order no. and period of billing.		
9	The bidder must have a service agreement with the OEM for providing maintenance support for the solution. The bidder must submit a copy of the service agreement to OIL immediately after the placement of Purchase Order and before commencing installation and commissioning.		
<b>Clauses common to both Warranty and Annual Maintenance Service</b>			
1	The bidder must supply and implement any firmware/Operating System Update/software update/Patch released by the OEM during the AMS period for the offered solution. Such updates must be provided free of cost.		

Clause Number in the Tender	Clause	Bidders Response (Complied / Not Complied)	Bidder's Comment with the relevant details if applicable
2	All supplied hardware including firewalls, management console and rugged laptop should be covered under warranty/AMS clauses.		
3	There will be a single point of contact for reporting any problem related to the offered solution. It must be possible to report problems over both phone and email or online. These details must be provided along with the escalation matrix.		
4	Telephonic support must be provided within 2 hours of reporting the problem.		
<b>Payment Terms</b>			
1	70% payment of the equipment cost will be paid against delivery of material. Remaining 20% will be paid after completion of installation and commissioning and 10% will be paid after completion of training.		
2	Training charges will be paid on submission of invoices after successful completion of training.		
3	AMS charges will be paid Quarterly after completion of the Quarter. The successful bidder must submit appropriate invoices to Head-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on a quarterly basis, clearly mentioning the OIL Purchase Order No. and period of billing. The amount will be paid after deduction of penalty (if any) for this period of billing.		
<b>Penalty Terms</b>			
1	During the AMS 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.		

Clause Number in the Tender	Clause	Bidders Response (Complied / Not Complied)	Bidder's Comment with the relevant details if applicable
	In case of failure on the part of the bidder to rectify the problem within 72 hrs of reporting, a penalty of Rs 1000.00 per day per device will be levied. However, maximum penalty will not exceed 15% of the total AMS charges.		

**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. **SDI9908P16** 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.
  4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **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 credibility 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**

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

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Bidder/Contractor undertakes to demand from 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)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
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 intentions.

|

TUHIN ROY

**DEPUTY MANAGER MATERIALS (IP)**

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For the Principal

For the Bidder/Contractor

Place. Duliajan.

Witness 1 : .....

Date 20.01.2016 .

Witness 2 : .....]

## **NON-DISCLOSURE AGREEMENT**

**BETWEEN**

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

**AND**

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

**OIL** and \_\_\_\_\_ are hereinafter collectively referred to as the “Parties”.

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

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

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

## **ARTICLE 1. DEFINITION**

For the purpose of this Agreement,

### **ARTICLE-1: CONFIDENTIAL INFORMATION**

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

## **ARTICLE 2. CONFIDENTIALITY**

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

The Receiving Party agrees in particular:

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

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

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

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

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

### **ARTICLE 3. EXCEPTIONS**

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

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

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

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

#### **ARTICLE 4. RETURN OF DOCUMENTS**

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

#### **ARTICLE 5. NO OTHER RIGHTS OR OBLIGATIONS**

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

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

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

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

#### **ARTICLE 6. NO WAIVER OF RIGHT ON DELAY**

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

#### **ARTICLE 7. APPLICABLE LAW – JURISDICTION**

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

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

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

#### **ARTICLE 8. DURATION**

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

#### **ARTICLE 9. COMPLETE AGREEMENT**

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

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

#### **ARTICLE 10. PUBLICATIONS**

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

#### **ARTICLE 11. REMEDIES**

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

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

Made on \_\_\_\_\_, at \_\_\_\_\_(Place)

**On behalf of OIL**

**On behalf of \_\_\_\_\_**

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Name:

Name:

Designation:

Designation:

**Technical Bid Checklist****Annexure-EEE**

Tender No.			
Bidder's Name :			
		<b>Compliance by Bidder</b>	
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**

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

**Bidders Response Sheet**

<b>Sl No.</b>	<b>Description</b>	<b>Remarks</b>
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 guidelines)	
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 LETTER HEAD)  
(ALL FIELDS ARE MANDATORY)**

Tender No. :.....  
Name of Beneficiary :M/s.....  
Vendor Code :.....  
Address :.....  
.....  
Phone No. (Land Line) :.....  
Mobile No. :.....  
E-mail address :.....  
Bank Account No. (Minimum  
Eleven Digit No.) :.....  
Bank Name :.....  
Branch :.....  
Complete Address of your  
Bank :.....  
IFSC Code of your Bank  
a) RTGS :.....  
b) NEFT :.....  
PAN :.....  
VAT Registration No. :.....  
CST Registration No. :.....  
Service Tax Registration No. :.....  
Provident Fund Registration :.....

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

Office Seal

.....  
Signature of Vendor

Counter Signed by Banker:  
Seal of Bank:

Enclosure: Self attested photocopies of the following documents-

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