



**OIL INDIA LIMITED**  
**(A Government of India Enterprises)**  
**4, India Exchange Place**  
**Kolkata -700001**

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**FORWARDING LETTER**

**Tender No. : SKI 3444 P17/09 DTD 27.12.2016**

**Tender Fee : Rs 1,000.00**

**Bid Security : Applicable**

**Bid Security Amount : Rs. 87,400.00/-**

**Bidding Type : SINGLE STAGE COMPOSITE BID SYSTEM**

**Tender Type : Open Tender**

**Bid Closing / Opening on: As mentioned in the e-portal**

**Performance Security : Applicable**

**Integrity Pact : Not Applicable**

**Delivery Required : At Kolkata , West Bengal.**

OIL invites Bids for **Desktop PC's as per Annexure A** through its E-Procurement site under **SINGLE STAGE COMPOSITE BID SYSTEM**. The bidding documents and other terms and conditions are available at Booklet No. MM/CALCUTTA/E-01/2016. 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 = 0374-2807178, 0374-2807171 , 0374-2807192. Email id = [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in).**
- b) "General Terms & Conditions" for e-Procurement as per Booklet NO. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).
- c) Technical specifications with BEC/BRC and Qty. as per **ANNEXURE A**.
- d) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.

- a) 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).
- b) Bidder are advised to fill up the Technical bid **CHECK LIST** and **RESPONSE SHEET** 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 The tender is invited under **SINGLE STAGE- COMPOSITE BID SYSTEM**. Bidders shall quote accordingly. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

2.0 Vendors having OIL's User ID & password may pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

Vendors who do not have OIL's User ID & password, may generate User ID & password online by the Vendor by using the link for supplier enlistment given in OIL's e-tender portal and then pay Tender Fee on-line through OIL's electronic Payment Gateway upto one week prior to the Bid closing date (or as amended in e-portal).

Alternatively application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in the form of crossed "Payee Account only" Bank Draft/Bankers' Cheque drawn by Bank and valid for 90 days from the date of issue of the same or in the form of Indian Postal Orders payable to the OIL is to be sent to DGM-Calcutta Branch, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001. Application shall be accepted only upto one week prior to the Bid closing date (or as amended in e-portal). The envelope containing the application for participation should clearly indicate "REQUEST FOR ISSUE OF USER ID AND PASSWORD FOR E TENDER NO ....." for easy identification and timely issue of user ID and password. On receipt of requisite tender fee, USER\_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e- Procurement portal. No physical tender documents will be provided. Details of NIT can be viewed using "Guest Login" provided in the e-Procurement portal. The link to e-Procurement portal has been also provided through OIL's web site [www.oil-india.com](http://www.oil-india.com).

For exemption for tender fee, please refer Clause No. 3.3 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).

3.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date to DGM-Calcutta Branch, Oil India Limited, 4, India Exchange Place, Kolkata – 700 001** only on or before the Bid Closing Date and Time mentioned in the Tender.

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

requirement

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

- 4.0 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.
- 5.0 All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with organisation name 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.
- 6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.
- 7.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 8.0 The tender shall be governed by the Bid Rejection & Bid Evaluation Criteria given in enclosed Annexure-A.
- 9.0 Please do refer the User Manual provided on the portal on the procedure how to create Response for submitting offer.

NOTE:

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

Yours Faithfully,  
Sd-

(A.GOGOI)  
SR. PURCHASE OFFICER  
For DGM -Calcutta Branch

## ANNEXURE-A

**Tender No& Date : SKI 3444 P17/09 DATED 27.12.2016**

**OIL INDIA LIMITED invites Indigenous tenders for items detailed below:**

### **TECHNICAL SPECIFICATIONS WITH QUANTITY**

SLNO & MATERIAL CODE NO.	MATERIAL DESCRIPTION.	QUANTIT Y	UOM
10 ----- 0C000095	<p>Desktop PC's TECHNICAL SPECIFICATION</p> <p>1. Make &amp; Unique Model : Vendor must mention the make and unique model.</p> <p>2. Processor :</p> <p>a) Minimum Intel®Core i7, 3.4 GHz (Base Frequency), 8 MB Cache, 4 cores.</p> <p>b) Generation : Generation of the processor must be 6th Generation or higher with specification as given in Point 2(a).</p> <p>3. Chipset : Intel Q Series Chipset</p> <p>4. Memory : Minimum 8-GB (2 X 4GB) DDR3 SDRAM 1333-MHz</p> <p>5. Hard Disk Drive &amp; controller: Minimum 1 TB SATA 3Gbps HDD, 7200rpm.</p> <p>6. Optical Drive : Minimum 8X DVD +/-RW with Dual Layer Write Drive Capabilities Complete with driver software on CD media, standard accessories and cables.</p> <p>7. Ethernet : Integrated 10/100/1000 Mbps Ethernet Controller and IPV6 compliant.</p> <p>8. Expansion Slots : Min 2 nos of PCI series slots.</p> <p>9. Audio &amp; sound: Integrated HD audio controller</p> <p>10. I/O Interface :</p> <p>Front I/O Ports : Minimum 2 USB ports (minimum 1 USB 3.0) Headphone and Microphone Jacks</p> <p>Rear I/O Ports: 1 x VGA (D-sub) video port</p>	66	NO

	<p>Minimum 4 USB ports(minimum 1 USB 3.0) 1 x Gigabit Ethernet (RJ-45) port Headphone and Microphone Jacks</p> <p>11. System Chassis: chassis volume of less than 15 litres with enough cooling fans and suitable power supply.</p> <p>12. Monitor : 21.5" diagonal Flat Panel LED Monitor(1920 x 1080 Resolution) with standard accessories and cables (same make &amp; color as CPU box) &amp;TCO certified.</p> <p>13. Keyboard: 104 Keys OEM keyboard (Same color as CPU box).</p> <p>14. Mouse : OEM optical scroll mouse with mouse pad (Preferably same make &amp; color as CPU box).</p> <p>15. Power : 240-300 watts power supply with surge supply protection and 85% efficiency or better, Energy star 5.0 compliant.</p> <p>16. OS : Preloaded Genuine Microsoft ® Windows 10 professional 64 bit OS or latest version with recovery CD/DVD and latest service pack in DVD/CD media &amp; documentation.</p> <p>17.Others : a. Power Cables. b. All system drivers, monitor drivers on DVD/CD media. c. Power Extension spike guard with 4 nos. of 5 amps output - Make: Rider / Anchor / Crabtree. d. Patch cord - Make: AMP/ AVAYA/ DLINK,3 metre.</p>		
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**SPECIAL TERMS & CONDITIONS:**

A. Delivery Terms

1. Delivery of items should be completed within 60 days of confirmed order.

B. Warranty Service Terms

1. Comprehensive on-site 1 year warranty or OEM warranty, whichever is longer, from the date of completion of delivery.

C. Confidentiality Agreement

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

#### D. Other Terms & Conditions

1. The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, as per Annexure-II(format attached), should be attached, stating that no duplicate/ second hand components/ parts/ assembly/ software, shall be used, failing which, their offer shall be liable for rejection.
2. Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.
3. The bidder must state the address of the nearest service centre of OEM.
4. At the time of delivery if the quoted model becomes obsolete, then bidder should replace it with latest model of same configuration or higher of the same make with the same quoted price and terms & conditions after approval from competent authority in OIL.
- 5.The bidder must submit duly filled Annexure-III and Annexure-IV. Bid(s) not accompanied with duly filled Annexure-III or Annexure-IV shall be liable for rejection.

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

#### **I) BID REJECTION CRITERIA**

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

#### **A. ( TECHNICAL )**

- 1.The bidder should have experience of successfully executing at least 1(one) order for supply of Desktop PC valuing Rs. 21,82,950.00 in preceding 5(five) years from the original bid closing date.

Supporting documents in form of copies of relevant purchase order along with copies of any document in respect of satisfactory execution of the above purchase order should be submitted along with the bid.

2. The Bidder has to be OEM/Joint Venture of OEM/Subsidiary of OEM/Authorized Dealer of OEM. Joint Venture companies, subsidiaries and authorized dealers must submit Authorisation certificate (in original) from OEM, as per Annexure-I, attached herewith. Bid(s) not accompanied with Authorization certificate (in original) from OEM will be rejected.

**B) FINANCIAL:**

**1. Annual Turnover:**

i) The annual financial turnover of the bidder shall be atleast Rs. 21,82,950.00 /- in any of the 3 preceding financial years reckoned from the original bid closing date.

ii) **Net worth** of bidder must be positive for preceding financial/ accounting year.

iii) Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial

/ accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year..... (as the case may be) has actually not been audited so far'.

**Note:**

a) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-

i) A certificate issued by a practicing Chartered/ Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **ANNEXURE- B.**

OR

ii) Audited Balance Sheet along with Profit & Loss account.

b) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

**C) COMMERCIAL:**

**1.0** Bids are invited under **Single Stage Composite Bid** System.

**2.0 Bid security of Rs. 87,400.00** shall be furnished as a part of the TECHNICAL BID (refer Clause No. 8.0 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders)). A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

2.1 For exemption for submission of Bid Security, please refer Clause No. 8.16 (Section A) of “General Terms & Conditions” for e-Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 for E-procurement (LCB Tenders).

2.2 The Bank Guarantee towards Bid Security shall be valid **upto 31.07.2017**.

**3.0** Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value. The Performance Bank Guarantee must be valid for a period of 18 months from the date of despatch or twelve(12) months from the date of successful installation & commissioning of the items at site, whichever is earlier. Bidder must confirm the same in their Technical Bid. Offers not complying with this clause will be rejected.

**4.0** Bidders must confirm that Goods, materials or plant(s) to be supplied shall be new of recent make and of the best quality and workmanship and shall be guaranteed for a period of 18 months from the date of despatch or twelve(12) months from the date of successful installation & commissioning of the items at site, whichever is earlier against any defects arising from faulty materials, workmanship or design. Defective goods/materials or parts rejected by OIL shall be replaced immediately by the supplier at the supplier’s expenses at no extra cost to OIL.

**5.0** 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.

**6.0** Validity of the bid shall be minimum **90 days from the Bid Closing Date**. Bids with lesser validity will be rejected.

**7.0** 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.

**8.0** Bids containing incorrect statement will be rejected.

**9.0** No offers should be sent by Telex, Cable, E-mail or Fax. Such offers will not be accepted.

**10.0** All the Bids must be Digitally Signed using “Class 3” digital certificate (e-commerce application) with Bidder’s organization name 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” digital certificate with Bidder’s organization name, will be rejected.

**11.0** Bidders are required to submit the summary of the prices in their Commercial (Priced) bids as per bid format (Summary), given below :

<b>Sl. No.</b>	<b>Item</b>	<b>Rupees</b>
<b>(A)</b>	Cost of 1 no. tendered item [Insert unit price against each]	
<b>(B)</b>	Total Material Value (66 nos. X unit price)	
<b>(C)</b>	Packing and Forwarding Charges	
<b>(D)</b>	Total Ex-works value, ( B + C )	
<b>(E)</b>	Excise Duty <u>including</u> Cess	
<b>(F)</b>	Sales Tax, (Please indicate applicable rate of Tax)	
<b>(G)</b>	Total FOR Despatching station price, ( D+E+F )	
<b>(H)</b>	Road Transportation charges to Kolkata	
<b>(I)</b>	Insurance Charges @0.5% of Total FOR Despatching Station Value (G) above	
<b>(J)</b>	Entry Tax (wherever applicable)	
<b>(K)</b>	Total FOR Kolkata value, (G+H+I+J )	
<b>Total value in words : Rupees</b>		

## **II) BID EVALUATION CRITERIA**

**The bids conforming to the specifications, terms and conditions stipulated in the enquiry and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria mentioned below:**

**1.0** The evaluation of bids will be done as per the Price Schedule (SUMMARY) detailed vide **Para 11.0** of Bid Rejection Criteria.

**2.0** In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation. Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

**3.0** To ascertain the inter-se-ranking, the comparison of the responsive bids will be done on F.O.R. Kolkata value basis.

<b>Sl. No.</b>	<b>Item</b>	<b>Rupees</b>
<b>(A)</b>	Cost of 1 no. tendered item [Insert unit price against each]	
<b>(B)</b>	Total Material Value (66 nos. X unit price)	
<b>(C)</b>	Packing and Forwarding Charges	
<b>(D)</b>	Total Ex-works value, ( B + C )	
<b>(E)</b>	Excise Duty <u>including</u> Cess	
<b>(F)</b>	Applicable Sales Tax	
<b>(G)</b>	Total FOR Despatching station price, ( D+E+F )	
<b>(H)</b>	Road Transportation charges to Kolkata	
<b>(I)</b>	Insurance Charges @0.5% of Total FOR Despatching Station Value (G) above	
<b>(J)</b>	Entry Tax (wherever applicable)	
<b>(K)</b>	Total FOR Kolkata value, (G+H+I+J )	
<b>Total value in words : Rupees</b>		

4.0 Purchase Preference, if any will be as per Section B of “General Terms & Conditions” for e- Procurement as per Booklet No. MM/CALCUTTA/E-01/2016 (LCB Tenders).

**5.0** In case any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BEC / BRC) mentioned here contradict the Clauses in the General Terms & Conditions of the Tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

**ANNEXURE-B**

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

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

**TO WHOME IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURNOVER</b> In INR (Rs)	<b>NET WORTH</b> In INR (Rs)

Place:

Date:

Seal:

Membership No..

Registration Code:

Signature:

**Annexure-I**

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

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

DGM-CB(HoD)  
Oil India Limited,  
Kolkata-700 001

Sir,

Sub: Authorization Certificate

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

We hereby authorize M/s \_\_\_\_\_ to quote and provide onsite warranty 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.:

## **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:

Format of undertaking of authenticity letter from OEM  
(To be typed on the letterhead of the OEM)

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

DGM-CB(HoD)  
Oil India Limited,  
Kolkata-700 001

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply

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

With reference to the Desktops being quoted to you vide our quotation No. .... cited above, we hereby undertake that all the components/ parts/ assembly/ software used in the Desktops under the above like Hard disk, Monitors, Memory, etc., shall be original, new components/ parts/ assembly only, from respective OEMs of the products and that no duplicate/ second hand components/ parts/ assembly/ software, are being used or shall be used.

We also undertake that in respect of licensed operating system, it shall be sourced from the authorised source (Authorised Microsoft Channel).

We also take full responsibility of both Parts & Service SLA as per the content, even if there is any defect by our authorized Service Centre/ Reseller/SI, etc.

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

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

## ANNEXURE IV

Clause Number	Specification in the Tender	Bidder's Response	Does the product meet this specification? (Yes/No)	Reference to relevant section in the technical documentation/Brochure/Catalogue/OEM Website, wherever applicable
<b>Desktop Computer Technical Specification</b>				
1.	Make & Unique Model : Vendor must mention the make and Unique model.	<b>Make:</b> <b>Unique Model</b>		
2.	Processor			
a.	Minimum Intel®Core i7,3.4 GHz(Base Frequency), 8 MB Cache, 4 cores.			
b.	Generation : Generation of the processor must be 6th Generation or higher with specification as given in Point 2(a).			
3.	Chipset : Intel Q Series Chipset			
4.	Memory : Minimum 8-GB (2 X 4GB) DDR3 SDRAM 1333-MHz			
5.	Hard Disk Drive & Controller : Minimum 1 TB SATA 3Gbps HDD, 7200rpm.			
6.	Optical Drive: Minimum 8X DVD +/-RW with Dual Layer Write Drive Capabilities Complete with driver software on CD			
7.	Ethernet : Integrated 10/100/1000 Mbps Ethernet Controller and IPV6 compliant.			
8.	Expansion Slots : Min 2 nos of PCI series slots.			
9.	Audio & Sound : Integrated HD audio controller			

10.	<p>I/O Interface :</p> <p>Front I/O Ports :</p> <p>Minimum 2 USB ports(minimum 1 USB 3.0) Headphone and Microphone Jacks</p> <p>Rear I/O Ports:</p> <p>1 x VGA (D-sub) video port Minimum 4 USB ports(minimum 1 USB 3.0) 1 x Gigabit Ethernet (RJ-45) port Headphone and Microphone Jacks</p>			
11.	System Chassis : chassis volume of less than 15 litres with enough cooling fans and suitable power supply.			
12.	Monitor : 21.5" diagonal Flat Panel LED Monitor(1920 x 1080 Resolution) with standard accessories and cables (same make & color as CPU box) & TCO certified.			
13.	Keyboard : 104 Keys OEM keyboard (Same color as CPU box).			
14.	Mouse : OEM optical scroll mouse with mouse pad (Preferably same make & color as CPU box).			
15.	Power :240-300 watts power supply with surge supply protection and 85% efficiency or better, Energy star 5.0 compliant.			
16.	OS :Preloaded Genuine Microsoft ® Windows 10 professional 64 bit OS or latest version with recovery CD/DVD and latest service pack in DVD/CD media & documentation.			
17.	Others:			
a.	Power Cables.			
b.	All system drivers, monitor drivers on DVD/CD media.			
c.	Power Extension spike guard with 4nos. of 5 Amps output - Make: Rider / Anchor / Crabtree.			
d.	Patch cord - Make: AMP/ AVAYA/ DLINK, 3 metre.			

## ANNEXURE -III

Clause	Clause	Vendors Response (Complied/Not-Complied)	Vendor's Comment with the relevant details if applicable
	<b>Special Notes</b>		
<b>A.</b>	<b>Delivery Terms</b>		
1.	Delivery of items should be completed within 60 days of confirmed order		
<b>B.</b>	<b>Warranty Service Terms</b>		
1.	Comprehensive on-site 1 year warranty or OEM warranty, whichever is longer, from the date of completion of delivery		
<b>C.</b>	<b>Confidentiality Agreement</b>		
1.	OIL Confidentiality and Non-Disclosure Agreement(NDA) will be applicable.		
2.	The bidder must submit Non-Disclosure Agreement as per given format duly filled, signed & Sealed by the authorized signatory of the bidder.		
<b>D.</b>	<b>Other Terms &amp; Conditions</b>		
1.	The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, as per Annexure-II, should be attached, stating that no duplicate/ second hand components/ parts/ assembly/ software, shall be used, failing which, their offer shall be liable for rejection.		
2.	Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.		
3.	The bidder must state the address of the nearest service centre of the OEM.		
4.	At the time of delivery if the quoted model becomes obsolete, then bidder should replace it with latest model of same configuration or higher of the same make with the same quoted price and terms & conditions after approval from competent authority in OIL.		

	The bidder must submit duly filled Annexure-III and Annexure-IV.		
5.	Bid(s) not accompanied with duly filled Annexure-III or Annexure-IV shall be liable for rejection.		

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