



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

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FORWARDING LETTER

Tender No. : SDI9617P19 DT: 01.11.2018
Tender Fee : NIL
Bid Security : Applicable
Bidding Type : SINGLE STAGE TWO BID SYSTEM
Bid Closing on : 24.01.2019 (11.00 HRS IST)
Bid Opening on : 24.01.2019 (14.00 HRS IST)
Performance Security : Applicable
Integrity Pact : Applicable

OIL invites Bids for **PROCUREMENT OF SAN STORAGE (QTY- 01 NO.)** 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 of Indigenous 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. = 0374-2807178/ 2807171/ 2807192/2804903. Email id = erp_mm@oilindia.in; esupport@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.

OIL Bank Details :

	Bank Details of Beneficiary	
a	Bank Name	STAE BANK OF INDIA
b	Branch Name	Duliajan
c	Branch Address	Duliajan, Dist-Dibrugarh
d	Banker Account No.	10494832599
e	Type of Account	Current Account
f	IFSC Code	SBIN0002053
g	MICR Code	786002302
h	SWIFT Code	SBININBB479
i	Contact No.	9435554859
j	Contact Person Name	Mr. K.L.K.Banik, AGM
k	Fax No.	0374-2802729
l	Email Id	sbi.02053@sbi.co.in

- c) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement of Indigenous 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) Amendments to the NIT after its issue will be published on OIL’s website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.
- g) 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).
- h) 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 Attachment. For details please refer “Vendor User Manual” / “NEW INSTRUCTIONS”**

Special Notes:

1.0

- a) Bidders who do not have E-tender Login ID and Password should complete their online registration **at least seven (7) days prior to the scheduled bid closing date** and time of the tender. For online registration, Bidder may visit the OIL's E-tender site <https://etender.srm.oilindia.in/irj/portal>
- b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration/incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
- c) MSE Units (manufacturers only and not their dealers/distributors) who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD) irrespective of monetary limit mentioned in their registration, provided they are registered for the item they intend to quote/participate.
- d) For availing benefits under Public Procurement Policy (Purchase preference & EMD exemption), the interested MSE Bidders must ensure that they are the manufacture of tendered item(s) and registered with the appropriate authority for the said item(s). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant MSE Certificate issued by appropriate authority specifying the item as per tender. Therefore, it is in the interest of such MSE Vendors to furnish a copy of complete certificate to the concerned tender handling officer of **OIL at least seven (7) days prior to the scheduled Bid Closing Date of the tender**, seeking clarification/confirmation as to whether their registered item is eligible for EMD exemption or not. **Late communication in this regard and request for bid closing date extension on that plea shall not be entertained by Company.**

NOTE:

In case of MSE/PSUs/ Govt. Bodies / eligible institutions etc., they must apply to concerned tender handling officer, Materials Department, Oil India Limited, P.O. Duliajan, Assam-786602 for waiver of EMD upto one week prior to the Bid closing date (or as amended in e-portal).

2.0 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.

2.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the RFx Information > Technical Attachment 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.

2.2 The "**PRICE BID**" must contain the price schedule and the bidder's commercial terms and conditions. **For price upload area , please refer "NEW INSTRUCTIONS"** Please refer **Annex-BB for price schedule.**

2.3 Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in [Annexure-CCC](#).

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-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 Duplicate.

4.0 Benefits to Micro & Small Enterprises (MSEs) as per OIL's Public Procurement Policy for Micro and Small Enterprises (MSEs) shall be given. Bidders are requested to go through ANNEXURE – I of MM/LOCAL/E-01/2005 for E-Procurement of Indigenous Tenders for more details. MSE bidders are exempted from submission of Tender Fees and Bid Security/Earnest Money provided they are registered for the items they intend to quote. Bidders who are allowed to participate against the tender as MSEs must quote their own products failing which their bids will be rejected.

5.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the NIT or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in rejection of its offer without seeking any clarifications.

6.0 Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time failing which the offer shall be rejected.

7.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

8.0 **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.

9.0 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:

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

ii) SHRI SATYANANDA MISHRA, IAS (Retd.)
Former Chief Information Commissioner &
Ex-Secretary, DOPT, Govt. of India
E-Mail ID : satyanandamishra@hotmail.com

iii) SHRI JAGMOHAN GARG
EX-VIGILANCE COMMISSIONER, CVC
E-mail id: jagmohan.garg@gmail.com

10.0 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 of Indigenous Tenders elsewhere, those in the BEC / BRC shall prevail.

11.0 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.

12.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

13.0 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.

14.0 Delivery/collection Instructions in cases where transportation is in OIL's scope:

(i) the suppliers shall be required to deliver the Sundry consignments of weight less than 3 (Three) Tons at the godown/office/collection point of OIL's authorized transporter in various cities.

(ii) consignments weighing more than 3(Three) Tons shall be collected from the supplier's premises/loading points by OIL's authorized transporter.

(iii) the names of OIL's current authorized transporters are:

a) M/s Western Carriers (India) Ltd.

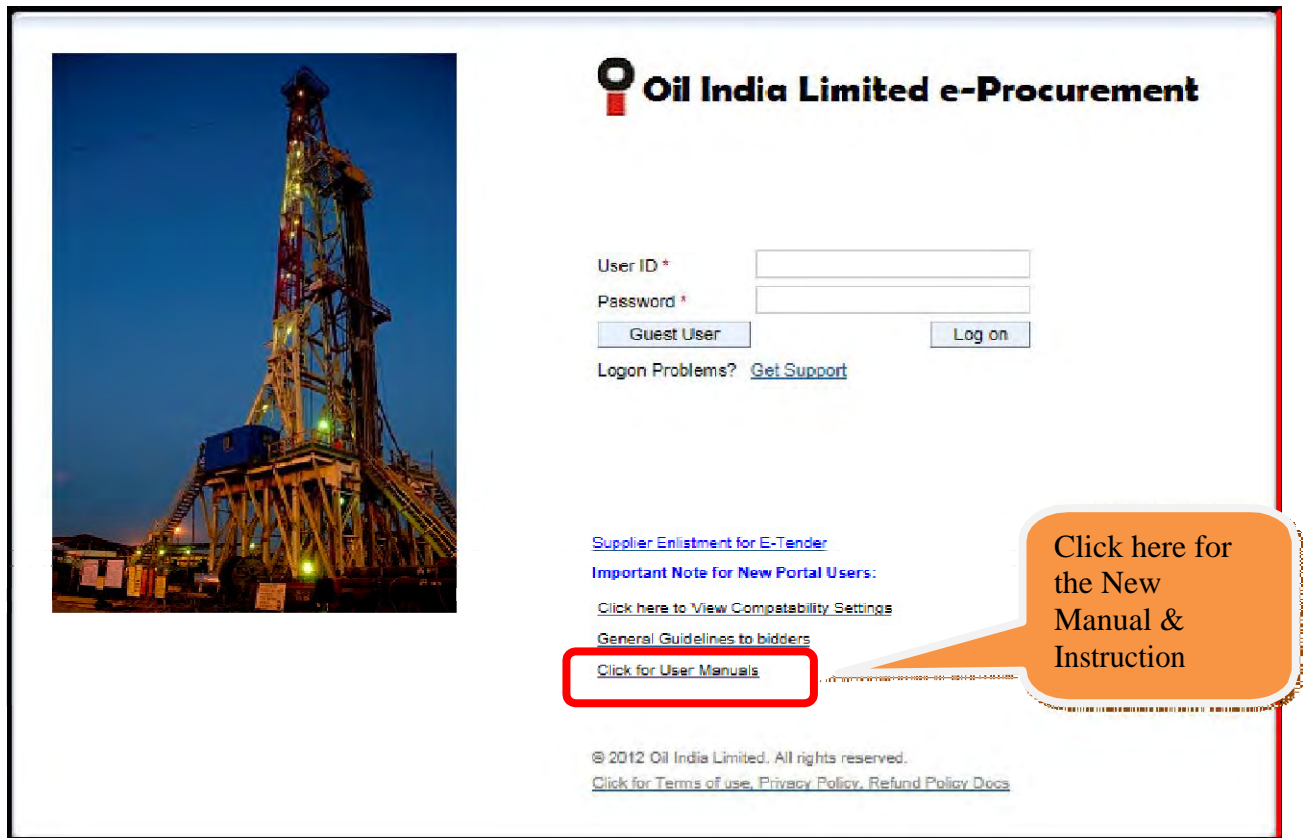
b) M/s DARCL Logistics Limited

Bidder's are requested to note the above delivery/collection instructions while submitting their offers.

15.0 The applicable GST on the Liquidated Damage if any, shall have to be borne by the seller. Accordingly, the Liquidated Damage shall be recovered from the seller along with applicable GST.

16.0 Bidders should fill-up and submit alongwith their bid an UNDERTAKING towards authenticity of information/documents furnished by them, as per enclosed ANNEXURE-K.

Please do refer "**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**" for the above two points and also please refer "**New Vendor Manual (effective 12.0.2017)**" available in the login Page of the OIL's E-tender Portal.



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

Important Note for New Portal Users:

[Click here to View Compatability Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

Click here for the New Manual & Instruction

NOTE:

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

Yours Faithfully

**Sd-
(A J SARMAH)
SR. MANAGER MATERIALS (IP)
FOR : GM-MATERIALS (HoD)**

Tender No & Date: SDI9617P19 DT: 01.11.2018

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 of Indigenous Tenders. However, if any of the Clauses of the Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC) contradict the Clauses of the tender or MM/LOCAL/E-01/2005 elsewhere, those in the BRC / BEC shall prevail.

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
<p>1.0 BID REJECTION CRITERIA (BRC):</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>A) TECHNICAL:</p> <p>1. Bidder should have the experience of successfully executing at least 1(one) similar order for Rs. 36.36 Lakhs in preceding 5(five) years as on the original Bid Closing Date.</p> <p>“Similar order” means “Order for Supply and Installation & Commissioning of SAN Solution (SAN Storage and SAN Switch)”.</p> <p>Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Order along with copies of any of the following documents in respect of satisfactory execution of each of those Purchase Orders, such as –</p> <ul style="list-style-type: none">(i) Satisfactory Inspection Report (OR)(ii) Satisfactory Supply Completion / Installation Report (OR)(iii) Consignee Receipted Delivery Challans (OR)(iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise/VAT/GST (OR)(v) Any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above. <p>Note:</p> <p>a) The Purchase Order date need not be within 5 (five) years preceding</p>	

original bid closing date of this tender. However, the execution of supply should be within 5 (five) years preceding original bid closing date of this tender.

b) Satisfactory supply/completion/installation report (if submitted) should be issued on client's official letterhead with signature and stamp

B) FINANCIAL:

a) Annual Financial Turnover of the bidder during **any of preceding 03 (three) financial / accounting years from the original bid closing date** should be at least **Rs. 36.36 Lakhs.**

b) Net Worth of the firm should be Positive for preceding financial / Accounting year **(FY: 2017-2018).**

Note -For (a) & (b):

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-J.

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:

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

ii) Bid security:

The bid must be accompanied by Bid Security of **Rs. 1,45,500.00** in OIL's prescribed format as Bank Guarantee in favour of OIL. The Bid Security

may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to GM-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 7 months from Bid closing date. (i.e. upto 31.08.2019).**

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. 8.16 of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement of Indigenous 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 of Indigenous Tenders. Any offer not complying with the above shall be rejected straightway.

iv) Performance Security:

The successful bidder shall submit Performance Security @ 10% of PO value within 30 days of receipt of the formal purchase order failing which OIL reserves the right to cancel the order and forfeit the Bid Security.

The Performance Security shall be in the following form :

A Bank Guarantee in the prescribed OIL’s format valid for 90 days beyond delivery period and applicable warranty/guarantee period (if any).

Bidders should undertake in their bids to submit Performance Security as stated above.

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.

However, PBG will be applicable only if value of Purchase Order exceeds Rs 5(five) lakhs.

v) The prices offered will have to be firm through delivery and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

vi) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.

vii) All the Bids must be Digitally Signed using “Class 3” digital certificate with Organisation’s name (*e-commerce application*) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than “Class 3 with Organisation’s Name” digital certificate, will be rejected.

viii) **Technical RFx Response folder is meant for Technical bid only. Therefore, No price should be given in Technical RFx Response folder, otherwise the offer will be rejected.**

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

x) 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) Annual Turnover of a bidder lower than the Annual turnover mentioned in the Tender.

XI) DELIVERY PERIOD:

(i) Delivery of all the items should be completed within 60 days of receipt of confirmed order.

(ii) Installation and commissioning of all the items should be completed within 30 days after the receipt of site clearance/ready certificate/email from OIL.

NOTE: FOR CLAUSE NOS. C(ii) & C(iv) OF BID SECURITY/EMD AND PBG.

The bidders/successful bidders are requested to advise the Bank Guarantee issuing bank to comply with the following and ensure to submit, the receipt of the copy of SFMS message as sent by the issuing bank branch, along with the original bank guarantee in OIL's tender issuing office:

The bank guarantee issued by the bank must be routed through SFMS platform as per following details:

(i) "MT 760 / MT 760 COV for issuance of bank guarantee.

(ii) "MT 760 / MT 767 COV for amendment of bank guarantee

The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code - UTIB0001129, Branch Address - AXIS Bank Ltd, Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, District - Dibrugarh, PIN- 786602

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. The original Bid Closing Date shall be considered by OIL for evaluation of BRC criteria even in case of any extension of the original Bid Closing Date.

A) TECHNICAL:

i) The bids will be evaluated strictly as per NIT specifications, terms & conditions.

B) COMMERCIAL:

i) To evaluate the inter-se-ranking of the offers, all Taxes / Levies will be considered as per prevailing Govt. guidelines as applicable on the bid opening date. Bidders may check this with the appropriate authority before 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) A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

iv) 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 terms and conditions of the NIT.

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TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No & Date: SDI9617P19 DT: 01.11.2018

	Complied / Not Complied. (Remarks if any)
<p><u>ITEM NO. 10</u></p> <p><u>SAN STORAGE FOR DOCUMENT MANAGEMENT SYSTEM (QTY = 01 NO.)</u></p> <p><u>A. General Requirements:</u></p> <ol style="list-style-type: none"> 1. Make and Model: Must be quoted 2. Form Factor: 19-inch Horizontal rack mountable 3. Fans and power supplies: Dual redundant <p><u>B. Array Architecture:</u></p> <ol style="list-style-type: none"> 1. The array must be equipped with dual controllers each with 24GB Cache. 2. The storage system must be supplied with minimum 8 nos. 16 Gbps FC Host Ports. 3. The storage system must be supplied minimum 4 nos. SAS backend ports. 4. The SAN storage must support synchronous, asynchronous replication. 5. Storage array shall be configured in No-Single-Point-of-Failure configuration with redundant components. <p><u>C. Storage Capacity:</u></p> <ol style="list-style-type: none"> 1. Capacity - Usable 60TB (Min) in RAID 5 should be populated from day 1. 2. Hot Swappable SAS 10K RPM(Min) Disk Drive <p><u>D. Storage Expandability:</u></p> <ol style="list-style-type: none"> 1. The storage array must support expandability up to another 60TB(usable)in RAID 5 <p><u>E. OS Support:</u></p> <ol style="list-style-type: none"> 1. Windows Server 2008,2012 or latest 2. Linux® 2.6 and above 3. VMware 4. Hyper-V <p><u>F. Global Hot Sparing:</u></p> <ol style="list-style-type: none"> 1. System must have capability to designate multiple global hot spares that can automatically be used to replace a failed drive anywhere in the system. <p><u>G. RAID level support:</u></p> <ol style="list-style-type: none"> 1. Must support RAID levels: 0, 10, 5 and 6 (Dual Parity Protection). 	

H. Array Management:

1. Entire system must be manageable from a secure web-based interface without requirements for a separate management device or server.
2. Management system must include comprehensive online and remote monitoring abilities without third party hardware or software.

ITEM NO. 20

SAN SWITCH (QTY = 01 NOS.)

A. General Requirements:

1. Make and Model: Must be quoted
2. Form factor : 19 inch Rack-mountable

B. Ports:

1. Minimum 12 nos. of 16 Gbps FC Ports active per switch
2. Type of Ports: Suitable ports of required type must be present on the switches so that servers, SAN storage etc. can be inter-connected with no single point of failure to meet the requirements of the solution.

C. Fabric Bandwidth:

1. Aggregate bandwidth: Minimum 192 Gbit/sec end to end

D. Management:

- 1.HTTP, SNMP v1/v3
- 2.Out-of-band 10/100/1000 Ethernet port
- 3.CLI and web based GUI

E. Power Supply:

- 1.Redundant, hot-swappable power supplies
- 2.Single Phase 230 V AC 50 Hz
- 3.India Standard Power Pin

F. Diagnostic Features:

- 1.Port-level statistics
- 2.Fibre Channel ping
- 3.FC traceroute

G. Fabric Services:

- 1.Name server
- 2.Zoning

H. Others:

1. All required modules, SFPs, connectors, Fibre patch cables etc. for the entire configuration of the SAN switch must be supplied with the solution from day one.

ITEM NO.30

INSTALLATION & COMMISSIONING (QTY=01 AU)

Installation & Commissioning of all supplied items:

A. Delivery, Installation & Commissioning Terms:

1. Delivery of all the items should be completed within 60 days of receipt of confirmed order.
2. Installation and commissioning of all the items should be completed within 30 days after the receipt of site clearance/ready certificate/email from OIL.
3. All items under Scope of Work for Bidder must be completed as per the terms and conditions given and should be acceptable to OIL.
4. All accessories including tools/licenses/connectors/cables, etc required for installation of the equipments have to be supplied by the vendor. Any item (hardware/software) or activity not specifically mentioned in this document, but required to complete the installation, will be the sole responsibility of the successful bidder with no extra cost to OIL.
5. Necessary cables/connectors have to be supplied by the vendor along with the equipments to connect minimum two nos. of physical servers.
6. Date of commissioning will be certified in writing by OIL after satisfactory testing by OIL engineer.
7. Complete documentation pertaining to h/w configurations and software activities performed in proper sequence, has to be provided to OIL immediately after the installation & commissioning of all the items. There should be a complete knowledge transfer to the OIL's Team. Without knowledge transfer and documentation, the installation and commissioning will not be considered as complete.

B. Scope of Work:

1. All the items must be installed & configured as per OIL's requirement.

SPECIAL NOTES:

I) General Terms & Conditions:

A. Warranty Service Terms and Clauses:

1. Comprehensive on-site warranty covering the entire solution for a minimum period of **5 (five) years** from the date of successful completion of installation and commissioning.

2. Any software/firmware upgrades, of supplied hardware and software, released during warranty period have to be supplied to OIL with no extra cost and installed on the relevant systems as per advice of OIL.
3. **Single point of contact** (name, telephone no., email address etc.) is to be provided by the successful bidder before the equipment is commissioned. This should be of the person whom OIL personnel will contact in case of any problem with any equipment/software/hardware. The vendor must also submit an escalation matrix to facilitate the warranty support.
4. Preventive & corrective maintenance of all hardware/ software supplied is to be carried out by the successful bidder, including replacement of defective parts during warranty period, at no extra cost to OIL.
5. The bidder has to bear the cost of travelling, local conveyance, boarding and lodging expenses of his service engineer.
6. The hardware/ software problem shall have to be rectified within 72 hrs(3 days). of reporting the call, else penalty will be levied as per Penalty clause.
7. The defective parts under warranty should be first repaired / replaced and only thereafter the defective items can be taken out of OIL's premises.

B. Penalty Terms During Warranty:

1. In case the vendor fails to resolve any major/critical issue within 48 hours from the date of reporting, a penalty of Rs.3000/- per day will be levied, which will be adjusted from the PBG.

C. Special Terms & Conditions:

1. The bidder must explicitly confirm that all equipment quoted will not reach EOSL within 6 years from the bid closing date.
2. The bidder must submit **authorization letter (Annexure-I)** and **authenticity letter (Annexure-II)** from OEM as per the given format.
3. Cross-reference of each item specs to be made on supplied data sheet.
4. All hardware, software, licenses, subscriptions, etc. should be registered with respective OEM in the name of Oil India Limited. Any login credentials provided by OEM should be shared with OIL
5. **Printed Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.**
6. The enclosed **Non Disclosure Agreement (NDA)** has to be agreed and signed by the bidder.
7. Necessary documentary evidence in support of all the eligibility criteria is to be submitted by the bidder along with the bid.
8. **All the items shall be procured from the same source. The total quoted cost of all the items of the tender will be considered for evaluation of technically-commercially acceptable bids. Hence, bidders must quote for all the items of the tender, failing which their offer will be rejected.**

D. License (if any):

1. If any of the specification listed in technical specifications requires purchase of separate software license apart from the base hardware, it must be supplied by the vendor with no extra cost to OIL.
2. Vendor shall supply the necessary software licenses in the name of OIL to meet the stipulated specifications.
3. The software license provided by vendor must be perpetual in nature; there must not be any requirement for renewal of the license.

E. Payment Terms:

1. 70% of material cost shall be paid after delivery.
2. 30% of material cost and total cost of installation & commissioning charges shall be paid after successful completion of installation and commissioning and satisfactory testing certified by OIL engineer.

F. CHECKLIST and COMPLIANCE SHEETS:

1. The bidder has to submit the **Technical Specifications evaluation sheet** as per the format given in **Annexure IB.**
2. The bidder has to submit the **Scope of work compliance sheet** as per the format given in **Annexure IC.**
3. The bidder has to submit the **authorization letter from OEM** as per sample format given in **Annexure I.**
4. The bidder has to submit the **undertaking of authenticity letter from OEM** as per format given in **Annexure II.**
5. The bidder has to submit the **Non Disclosure Agreement (NDA)** as per enclosed format.

NOTE:

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

=====*****=====

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 **SDI9617P19** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

ANNEXURE- DDD

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

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

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

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to

ANNEXURE- DDD

him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

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

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

A J SARMAH
SMM (IP)

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place. DULIAJAN
Date . 01.11.2018

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

Ref. No _____

Date _____

GM-Materials (HoD)
Oil India Limited,
Duliajan-786602

Sub: Authorization Certificate

Ref: Your tender enquiry No. _____ Dated _____.

Sir,

1) We hereby authorize M/s _____ to quote, supply and provide onsite warranty for the above tender, on our behalf. We hereby state to provide support, including replacement of spares, directly or through the particular bidder during the warranty periods.

2) We hereby confirm that quoted version of the hardware is latest and will continue to provide support for a period of 6 years from the date of Bid Closing.

Yours faithfully,

For(Type Name & Affix Seal of the firm)

.....
(Signature of Authorized Signatory)

Name:

Designation:

Place:

Email:

Phone No.:

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

Ref. No _____

Date _____

GM-Materials(HoD)
Oil India Limited,
Duliajan-786 602

Sir,

Sub: Undertaking of authenticity of DMS hardware

Ref: Your tender enquiry No. _____ Dated _____.

With reference to the DMS Hardware being quoted to you vide our quotation No. cited above, we hereby undertake that all the components/ softwares used shall be original, from respective OEMs of the products and that no duplicate/ second hand components/ assembly, are being used or shall be used.

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)

Technical Specifications evaluation sheet		Tender No. SDI9617P19	Annexure-IB
Clause No of Tender Document	Description	Bidders Remarks Complied/ Not Complied/ Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
	<u>SAN Storage for DMS- QTY 1 NO</u>		
	<u>A. General Requirements:</u>		
	1. Make and Model: Must be quoted		
	2. Form Factor:19-inch Horizontal rack mountable		
	3. Fans and power supplies: Dual redundant		
	<u>B. Array Architecture:</u>		
	1. The array must be equipped with dual controllers each with 24GB Cache.		
	2. The storage system must be supplied with minimum 8 nos. 16 Gbps FC Host Ports.		
	3. The storage system must be supplied minimum 4 nos. SAS backend ports.		
	4. The SAN storage must support synchronous, asynchronous replication.		
	5. Storage array shall be configured in No-Single-Point-of-Failure configuration with redundant components.		
	<u>C. Storage Capacity:</u>		
	1. Capacity - Usable 60TB (Min) in RAID 5 should be populated from day 1.		
	2. Hot Swappable SAS 10K RPM(Min) Disk Drive		
	<u>D.Storage Expandability</u>		
	1. The storage array must support expandability up to another 60TB (usable)in RAID 5		
	<u>E. OS Support:</u>		
	1. Windows Server 2008,2012 or latest		
	3.Linux® 2.6 and above		
	4.VMware		
	5.Hyper-V		
	<u>F. Global Hot Sparing:</u>		

	1. System must have capability to designate multiple global hot spares that can automatically be used to replace a failed drive anywhere in the system.		
	<u>G. RAID level support:</u>		
	1. Must support RAID levels: 0, 10, 5 and 6 (Dual Parity Protection).		
	<u>H. Array Management:</u>		
	1. Entire system must be manageable from a secure web-based interface without requirements for a separate management device or server.		
	2. Management system must include comprehensive online and remote monitoring abilities without third party hardware or software.		
	<u>SAN Switch- QTY 2 NO</u>		
	<u>A. General Requirements</u>		
	1. Make and Model: Must be quoted		
	2. Form factor : 19 inch Rack-mountable		
	<u>B. Ports</u>		
	1. Minimum 12 nos. of 16 Gbps FC Ports active per switch		
	2. Type of Ports: Suitable ports of required type must be present on the switches so that servers, SAN storage etc. can be inter-connected with no single point of failure to meet the requirements of the solution.		
	<u>C. Fabric Bandwidth</u>		
	1. Aggregate bandwidth: Minimum 192 Gbit/sec end to end		
	<u>D. Management</u>		
	1. HTTP, SNMP v1/v3		
	2. Out-of-band 10/100/1000 Ethernet port		
	3. CLI and web based GUI		
	<u>E. Power Supply</u>		
	1. Redundant, hot-swappable power supplies		
	2. Single Phase 230 V AC 50 Hz		
	3. India Standard Power Pin		
	<u>F. Diagnostic Features</u>		
	1. Port-level statistics		
	2. Fibre Channel ping		

	3.FC traceroute		
	<u>G. Fabric Services</u>		
	1.Name server		
	2.Zoning		
	<u>H. Others</u>		
	1. All required modules, SFPs, connectors, Fibre patch cables etc. for the entire configuration of the SAN switch must be supplied with the solution from day one.		

Scope of work compliance sheet		Tender No. SDI9617P19		Annexure-IC
Clause No of Tender Document	Description	Bidders Remarks Complied/ Not Complied/ Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance	
A. Delivery, Installation & Commissioning Terms				
1	Delivery of all the items should be completed within 60 days of receipt of confirmed order.			
2	Installation and commissioning of all the items should be completed within 30 days after the receipt of site clearance/ready certificate/email from OIL.			
3	All items under Scope of Work for Bidder must be completed as per the terms and conditions given and should be acceptable to OIL.			
4	All accessories including tools/licenses/connectors/cables, etc required for installation of the equipments have to be supplied by the vendor. Any item (hardware/software) or activity not specifically mentioned in this document, but required to complete the installation, will be the sole responsibility of the successful bidder with no extra cost to OIL.			
5	Necessary cables/connectors have to be supplied by the vendor along with the equipments to connect minimum two nos of physical servers.			
6	Date of commissioning will be certified in writing by OIL after satisfactory testing by OIL engineer.			
7	Complete documentation pertaining to h/w configurations and software activities performed in proper sequence, has to be provided to OIL immediately after the installation & commissioning of all the items. There should be a complete knowledge transfer to the OIL's Team. Without knowledge transfer and documentation, the installation and commissioning will not be considered as complete.			
B. Scope of Work				
1	All the items must be installed & configured as per OIL's requirement.			
C. Warranty Service Terms and Clauses				
1	Comprehensive on-site warranty covering the entire solution for a minimum period of 5 (five) years from the date of successful completion of installation and commissioning.			
2	Any software/firmware upgrades, of supplied hardware and software, released during warranty period have to be supplied to OIL with no extra cost and installed on the relevant systems as per advice of OIL.			

3	Single point of contact (name, telephone no., email address etc.) is to be provided by the successful bidder before the equipment is commissioned. This should be of the person whom OIL personnel will contact in case of any problem with any equipment/software/hardware. The vendor must also submit an escalation matrix to facilitate the warranty support.		
4	Preventive & corrective maintenance of all hardware/ software supplied is to be carried out by the successful bidder, including replacement of defective parts during warranty period, at no extra cost to OIL.		
5	The bidder has to bear the cost of travelling, local conveyance, boarding and lodging expenses of his service engineer.		
6	The hardware/ software problem shall have to be rectified within 72 hrs(3 days). of reporting the call, else penalty will be levied as per Penalty clause.		
7	The defective parts under warranty should be first repaired / replaced and only thereafter the defective items can be taken out of OIL's premises.		
D. Penalty Terms During Warranty			
1	In case the vendor fails to resolve any major/critical issue within 48 hours from the date of reporting, a penalty of Rs.3000/- per day will be levied, which will be adjusted from the PBG.		
E. Payment Terms			
1	70% of material cost after delivery.		
2	30% of material cost and total cost of installation & commissioning charges after successful completion of installation and commissioning and satisfactory testing certified by OIL engineer.		
F. Special Terms & Conditions			
1	The bidder must explicitly confirm that all equipment quoted will not reach EOSL within 6 years from the bid closing date.		
2	The bidder must submit authorization letter (Annexure-I) and authenticity letter (Annexure-II) from OEM as per the given format.		
3	Cross-reference of each item specs to be made on supplied data sheet.		
4	All hardware, software, licenses, subscriptions, etc. should be registered with respective OEM in the name of Oil India Limited. Any login credentials provided by OEM should be shared with OIL		
5	Printed Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.		
6	The Non Disclosure Agreement has to be agreed and signed by the bidder.		
7	Necessary documentary evidence in support of all the eligibility criteria is to be submitted by the bidder along with the bid.		

8	All the items shall be procured from the same source. The total quoted cost of all the items of the tender will be considered for evaluation of technically-commercially acceptable bids. Hence, bidders must quote for all the items of the tender, failing which their offer will be rejected.		
G. License (if any)			
1	If any of the specification listed in technical specifications requires purchase of separate software license apart from the base hardware, it must be supplied by the vendor with no extra cost to OIL.		
2	Vendor shall supply the necessary software licenses in the name of OIL to meet the stipulated specifications.		
3	The software license provided by vendor must be perpetual in nature; there must not be any requirement for renewal of the license.		

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 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 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: PALLAB BARMAN

Name:

Designation: GM – IT (HOD)

Designation:

महाप्रबंधक - सूचना प्रौद्योगिकी
GENERAL MANAGER - IT
सूचना प्रौद्योगिकी विभाग
IT DEPARTMENT
ऑयल इंडिया लिमिटेड
OIL INDIA LIMITED
दुलियाजान /DULIAJAN - 786602

Technical Bid Checklist**Annexure-EEE**

Tender No.			
Bidder's Name :			
		Compliance by Bidder	
Sl. NO.	BEC / TENDER REQUIREMENTS	Indicate 'Confirmed' / 'Not Confirmed' / Not applicable	Indicate Corresponding page ref. of unpriced bid or Comments
1	Confirm that validity has been offered as per NIT.		
2	Confirm that Bid Security / Earnest Money has been submitted as per NIT (Wherever Applicable) ?		
3	Confirm that you shall submit Performance security (in the event of placement of order) (Wherever Applicable) ?		
4	Confirm that duly signed Integrity Pact has been submitted as per NIT (Wherever Applicable) ?		
5	Confirm that you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)		
6	Confirm that you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.		
7	Confirm that the bid has been signed using Class 3 digital certificate with Organisation's Name as per NIT.		
8	Confirm that you have not taken any exception/deviations to the NIT .		

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Received Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of the purchase order cited above.

Response Sheet

Annexure-FFF

Tender No.
Bidders Name

Bidders Response Sheet

SI No.	Description	Remarks
1	Place of Despatch	
2	Whether Freight charges have been included in your quoted prices	
3	Whether Insurance charges have been included in your quoted prices	
4	Make of quoted Product	
5	Offered Validity of Bid as per NIT	
6	Bid Security Submitted (if applicable)	
6	Details of Bid Security Submitted to OIL (if applicable)	
	a) Bid Security Amount (In Rs):	
	b) Bid Security Valid upto:	
7	Whether you shall submit Performance Security in the event of placement of order on you (if applicable)	
8	Integrity Pact Submitted (if applicable)	
9	Whether you have submitted documentary evidence of successfully executing one Purchase order as stipulated in NIT in any of the preceding 5 financial years (*)	
10	Whether you have submitted Balance Sheet and Profit and Loss Account of any of the preceding 3 financial years certified by a chartered accountant.	
11	Delivery Period in weeks from placement of order	
12	Complied to Payment terms of NIT (if applicable) otherwise to Standard Payment Terms of OIL or not.	
13	If bidder is MSE whether you have quoted your own product	
14	If Bid security submitted as Bank Guarantee, Name and Full Address of Issuing Bank including Telephone, Fax Nos and Email id of branch manager	

NOTE: Please fill up the greyed cells only.

(*) Purchase Orders along with copies of any of the documents in respect of satisfactory execution of the Purchase Orders should be submitted – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax , Invoices issued under relevant rules of Central Excise / VAT (OR) (v) any other documentary evidence that can substantiate the satisfactory

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

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

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.