

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

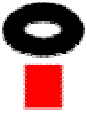
INVITATION FOR BID. LOCAL COMPETITIVE BID

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

E-Tender No	Bid Closing/Opening Date	Item Description
SDI7262P16	02.07.2015	Network Switch.

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

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



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

TELEPHONE NO. (91-374) 2808719

FAX NO: (91-374) 2800533

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

FORWARDING LETTER

Tender No. : SDI7262P16 Dated 22.05.15
Tender Fee : Rs 1,000.00
Bid Security Amount : Rs 4,49,000.00
Bidding Type : SINGLE STAGE TWO BID SYSTEM
Bid Closing on : As mentioned in the e-portal
Bid Opening on : -do-
Performance Security : Applicable
Integrity Pact : Applicable

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

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

The tender will be governed by:

- a) “General Terms & Conditions” for e-Procurement as per Booklet No. MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders.
- b) Technical specifications and Quantity as per **Annexure – 1A**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical RFx -> External Area -> Tender Documents.
- d) In the event of receipt of only a single offer against the tender within B.C. date, OIL reserves the right to extend the B.C. date as deemed fit by the Company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- e) All corrigenda, addenda, amendments, time extension, clarifications etc. To the tender will be hoisted on OIL’s website (www.oil-india.com) and in the e-portal (<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued

in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

- f) Any sum of money due and payable to the contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set-off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).
- g) Bidder are advised to fill up the Technical bid check list (**Annexure EEE**) and Response sheet (**Annexure FFF**) given in MS excel format in Technical RFx -> External Area -> Tender Documents. The above filled up document to be uploaded in the **Technical RFX** Response.

Special Note:

1.0 General Qualification Criteria:

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

Criteria	Complied / Not Complied. Documentary evidence submitted / not submitted
a) Bidder should have experience of successfully executing one similar order of Network Items e.g. Switches/Routers/Firewalls amounting to Rs 1.35 Crores during last 3 years.	
b) Annual financial turnover of the firm in any of the last 3 financial years or current financial year should not be less than Rs 4.49 Crores .	

Note: Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as – (i) Satisfactory Inspection Report (OR) (ii) Satisfactory Supply Completion / Installation Report (OR) (iii) Consignee 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 each of the purchase orders cited above. For Annual financial turnover Enclose the audited Annual Reports or balance sheet certified by a chartered accountant.

2.0 Application showing full address/email address with Tender Fee (Non-refundable) of Rs. 1,000.00 in favour of M/s Oil India Limited and payable at Duliajan is to be sent to Head-Materials, Oil India Limited, P.O. Duliajan, Assam-786602. Application shall be accepted only upto one week prior to 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.

NOTE:

a) **Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).**

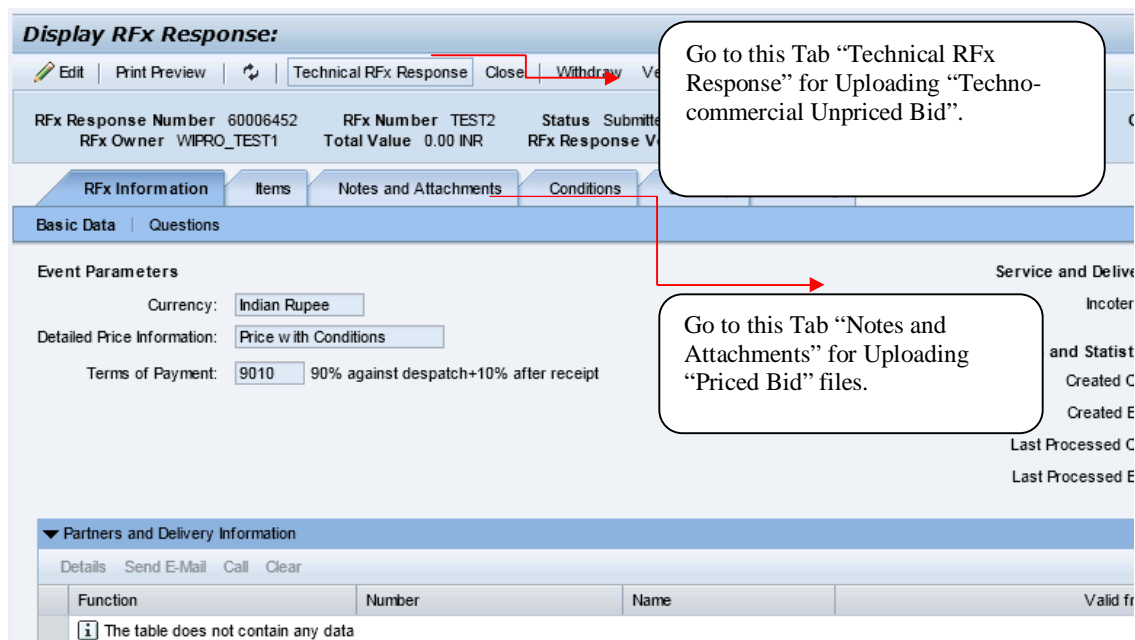
b) PSUs and SSI units are provided tender documents Free of Cost (as per govt guidelines), however they have to apply to OIL's designated office to issue the tender documents before the last date of sale of tender document mentioned in the tender.

3.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" through electronic format in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender.

3.1 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response-> User -> Technical Bid only. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. **Please note that no price details should be uploaded in Technical RFx Response.**

3.2 The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. **The prices of the items should be quoted in "Conditions Tab". Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments".**

3.3 A screen shot in this regard is given below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in [Annexure-CCC](#).



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

Note :

* The “Techno-Commercial Unpriced Bid” shall contain all techno-commercial details **except the prices**.

** The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

4.0 Please note that all tender forms and supporting documents are to be submitted through OIL’s e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with **Tender no.** and **Due date** to **Head Materials, Materials Department, Oil India Limited, Duliajan - 786602, Assam** on or before the Bid Closing Date and Time mentioned in the Tender.

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

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

5.0 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:**

**SHRI RAGHAW SHARAN PANDEY, IAS (Retd.),
Former Secretary, MOP & NG,
e-Mail ID : rspandey_99@yahoo.com**

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

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 (LCB 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.

NOTE:

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

Yours Faithfully

**Sd-
(T. ROY)
DEPUTY MANAGER MATERIALS (IP)
FOR : HEAD-MATERIALS**

Tender No & Date: SDI7262P16 Dated 22.05.15

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

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

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

<u>Criteria</u>	Complied / Not Complied. (Remarks if any)
<p>1.0 BID REJECTION CRITERIA (BRC):</p> <p>The bid shall conform generally to the terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.</p> <p>A) TECHNICAL:</p> <p>1. The Bidder will be classified either as OEM or non-OEM. Non-OEMs should submit authorization letter from their respective OEMs to quote against this enquiry. The sample format for reference is provided in Annexure-I.</p> <p>2. Non-OEM bidders shall confirm that their OEM's will provide support during the entire duration of the purchase order, i.e. up to 5 years of warranty support.</p> <p>3. The OEM of the offered switches must feature in the Leaders/Challengers/Visionaries segment of the "Gartner Magic Quadrant for Data Center Networking" published in year 2014 or 2015.</p> <p>4 The OEM of the offered Firewall must feature in the Leaders/Challengers/Visionaries segment of the "Gartner Magic Quadrant for Enterprise Network Firewalls" published in year 2014 or 2015 .</p> <p>B) COMMERCIAL:</p> <p>i). Validity of the bid shall be minimum 120 days from the Bid Closing Date.</p> <p>ii). Bid security:</p>	

The bid must be accompanied by Bid Security of **Rs 4,49,000.00** in OIL's prescribed format as Bank Guarantee or a Bank Draft/Cashier cheque in favour of OIL. The Bid Security may be submitted manually in sealed envelope superscribed with Tender no. and Bid Closing date to Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender. **The Bank Guarantee towards Bid Security shall be valid for 10 months from Bid closing date. (i.e. upto 02.05.2016).**

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

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

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

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

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

iii). Bids are invited under “Single Stage Two Bid System”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works and Technical specification of the tender and the priced bid as per the online Commercial bid format. For details of submission procedure, please refer relevant para of General Terms and Conditions vide MM/LOCAL/E-01/2005 for E-Procurement LCB Tenders. Any offer not complying with the above shall be rejected straightway.

v). Performance Security:

The successful Bidder will have to provide Performance Security @ 10% of total cost of Equipments + Installation & Commissioning + Training + Maintenance & Support Services for 5 years. The Performance Security must be valid for 5 years from the date of successful commissioning of the equipment.

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

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

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

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

xii). A bid shall be rejected straightway if it does not conform to any one of the following clauses:

(a) Validity of bid shorter than the validity indicated in the Tender.

- (b) Original Bid Security not received within the stipulated date & time mentioned in the Tender.**
- (c) Bid Security with (i) Validity shorter than the validity indicated in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.**
- (d) In case the Party refuses to sign Integrity Pact.**
- (e) Average Annual Turnover of a bidder lower than the average Annual turnover mentioned in the Tender.**

2.0 BID EVALUATION CRITERIA (BEC)

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

A) TECHNICAL:

For evaluation of bids cost of all items shall be considered together.

B) COMMERCIAL:

i). To evaluate the inter-se-ranking of the offers, Assam Entry Tax on purchase value will be loaded as per prevailing Govt. of Assam guidelines as applicable on bid closing date. Bidders may check this with the appropriate authority while submitting their offer.

ii) Priced bids of only those bidders will be opened whose offers are found technically acceptable. The technically acceptable bidders will be informed before opening of the "priced bid".

iii). To ascertain the substantial responsiveness of the bid OIL reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

NOTE:

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

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TECHNICAL SPECIFICATIONS WITH QUANTITY

Tender No & Date: SDI7262P16 Dated 22.05.15

	Complied / Not Complied. (Remarks if any)
<p><u>Introduction:</u></p> <p>Oil India Limited (OIL) is a premier Indian National Oil company under the administrative control of Ministry of Petroleum and Natural Gas, Govt. of India, engaged in the business of exploration, development and production of crude oil and natural gas, transportation of crude oil and production of LPG intends to replace its Data Centre Network Switches.</p>	
<p><u>General Terms:</u></p> <ol style="list-style-type: none"> 1. The bidder should provide an Undertaking of authenticity for the equipment to be supplied. The sample format for reference is provided in Annexure-II. 2. Bidder shall have to quote for all the items as specified in tender. Partial offers will be considered as non-responsive and will be rejected. 3. The bidder must provide unpriced bill of materials along with the bid. 4. The bidder must provide OEM Technical datasheet/brochure relevant to the offered solution along with the bid. 5. The proposed solution must have minimum of 5 years of end of support/end of life from the date of bid closing. OEM certificate to this effect must be submitted along with the bid. OEM should also certify for the availability of spares for next five years. 6. The bidder must provide technical details of their offered solution by filling in the relevant sections as below: <ol style="list-style-type: none"> a. Part - 2: Hardware Specifications of the offered solution b. Part - 3: Other Terms & Conditions c. List of various documents to be submitted by the Bidder in various stages of the Order are specified in Part - 4. Please fill in this sheet to indicate whether or not you have submitted the documents required in "Bid Submission Stage". 	
<p><u>Scope of Work:</u></p> <p>The scope of work in this order involves the following:</p> <ol style="list-style-type: none"> a. Supply of equipment and required licenses b. Installation, Integration, Acceptance Testing and Commissioning of the solution 	

c. Training

d. Maintenance and Support Services

Item No. 1 Ethernet Switch Type -1 , Quantity - 2 Nos

General Requirement - Ethernet Switch Type -1

1.1 Bidder must specify Make and Model number of the switch offered in the bid. Relevant product datasheet must be submitted along with the bid.

1.2 Form factor - Rack mounted architecture

1.3 The switch must have separate dedicated data and control planes.

1.4 The CPU/Routing engine must have redundancy.

1.5 The proposed single fabric architecture must have a single Management IP, Image file and Configuration file.

1.6 All modules/chassis must have redundant and hot-swappable power supplies and cooling.

1.7 Power supplies supported: 200-240 V AC, 50 Hz Indian Standard Power cable must be supplied along with.

Performance - Ethernet Switch Type -1

2.1 Non-blocking architecture with dual CPU/Routing Engine must offer minimum 3 Tbps aggregated switch bandwidth capacity

2.2 In the event of failure of one switching/routing engine, forwarding must not stop and failover from one engine to other must be stateful and transparent.

2.3 The proposed architecture must support minimum 250 Gbps (full duplex) inter I/O bandwidth

2.4 The switching modules must be hot-swappable.

2.5 The switch must support at least 100,000 IPv4 and 100,000 IPv6 aggregated routes.

2.6 The switch must support at least 16,000 IPv4 and IPv6 aggregated multicast routes.

Physical Interfaces -Ethernet Switch Type -1

3.1 Minimum 24 numbers of 10/100/1000 BASE-T RJ-45 ports.

3.2 The switch must have minimum 40 numbers of 1000 Base-X SFP ports. 40 numbers of 1000BASE-SX (850 nm for up to 550 m transmission on MMF) Gigabit Ethernet Optic transceiver (SFP/GBIC) compatible with the 1000 Base-X ports must be supplied as a part of the solution.

3.3 The switch must have minimum 32 numbers of 10GbE ports.

4 numbers of SFP+/GBIC 10GBASE-LR 10-Gigabit Ethernet Optic transceivers (1,310 nm for 10 km transmission on SMF), to be supplied. These must be compatible with the supplied 10GbE interfaces

28 numbers of SFP+/GBIC 10GBASE-SR 10-Gigabit Ethernet Optic transceivers, 850 nm for up to 300 m transmission on multimode fiber-optic (MMF), to be supplied. These must be compatible with the supplied 10GbE interfaces

Layer-2 Features - Ethernet Switch Type -1

4.1 The switch must support the following IEEE standards: 802.1Q VLAN Tagging, 802.1d STP, 802.3ad, 802.1w RSTP, 802.1s MSTP, IEEE 802.1ab Link Layer Discovery Protocol.

4.2 The switch must support 100,000 MAC addresses.

4.3 The switch must support minimum 4000 active VLAN

Layer-3 Features- Ethernet Switch Type -1

5.1 The following must be supported:

1. Static Routing
2. RIP v1/v2, RIPng
3. OSPF v1/v2/v3
4. Policy Based routing
5. BGP
7. PIM-SM, PIM-SSM, PIM-DM

5.2 Virtual Router Redundancy Protocol (VRRP) or equivalent must be supported. Both the Type-1 switches must be configurable in active/active, active/standby stateful failover HA mode.

5.3 Internet Group Management Protocol (IGMP) v1/v2/v3 must be supported.

5.4 The switch must support virtual routing and forwarding/virtual router routing instances which will allow multiple instances of a routing table to exist in a router and work simultaneously.

5.5 Internet Protocol v6 must be supported from day one.

QoS Features - Ethernet Switch Type -1

6.1 Must support Per-port QoS configuration

6.2 Must support IEEE 802.1p: Class-of-service (CoS) prioritization

6.3 Must support at least 15K traffic rate-limiting policers

Management and other features - Ethernet Switch Type -1

7.1 The switch must support the following:

- SNMP v1/v2/v3
- RADIUS
- TACACS+
- SSH

7.2 The switch must have CLI based management interface.

7.3 The switch must have NTP server support

7.4 The switch must support port mirroring.

7.5 Out-of-band management: Serial or Console or USB and 10/100/1000BASE-T Ethernet port must be present in the switch. Required cables must be provided along with.

Firewall Appliance - Features

8.1 The solution must implement firewall filtering using external appliances. At least 2 external firewall appliances must be supplied as part of the solution supporting active/active, active/standby with stateful failover.

8.2 Bidder must specify Make and Model number of the Firewall offered in the bid. Relevant product datasheet must be submitted along with the bid.

8.3 The firewall appliance must be from any of the OEMs featured in "Leaders/Challengers/Visionaries Quadrant" as per "Gartner's Magic Quadrant for Enterprise Network Firewalls" for the year 2014/2015, other than Check Point Software Technologies.

OIL has layered security with appliances from Check Point Software Technologies installed in one of the layers. OIL needs multiple OEMS while implementing layered security, hence appliances from Check Point Software Technologies must not be offered as part of this solution.

8.4 The Firewall appliance must have redundant power supply and cooling

8.5 The Firewall appliance must have minimum 6 numbers of 10GbE (4 SR transceivers and 2 LR transceivers compatible with the 10GbE ports must be supplied each Firewall appliance) and 6 numbers of 10/100/1000 BASE-T RJ-45 ports. The appliance must support the connection to Ethernet switch type 1 and type 2 as per the schematic diagram provided in Annexure through 10GbE ports.

8.6 The Firewall appliance must support at least 1000 VLANS

8.7 The Firewall appliance must support OSPF v1/v2/v3, BGP and Static route support from day 1

8.8 The Firewall appliance must support IPv6 from day 1

8.9 Out-of-band management: Serial/Console/USB and 10/100/1000BASE-T Ethernet port

must be present in the appliance. Required cables must be provided along with.

8.10 The firewall must support fine grained application control policies to allow or deny traffic based on dynamic application name or group names.

8.11 Predictive firewall throughput: At least 15 Gbps. The Firewall must be able to identify applications and tunneled applications independent of protocol and port numbers

8.12 Minimum Concurrent connections supported : 2 Million

8.13 Minimum Connections per second : 100K

The Firewall appliance must support the following:

8.14 Integrated signature based IPS (Intrusion Prevention System) support

8.15 Zoning support

8.16 Stateful Protocol Inspection

8.17 Address Translation Support - Source NAT with Port Address Translation (PAT), Static NAT, Destination NAT with PAT, NAT64

8.18 Screening of DoS, DDoS, replay attack

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

8.20 It must be able to inspect SSL encrypted traffic.

8.21 It must be able to do QoS (Quality of Service) prioritization for both encrypted and unencrypted traffic. Application based QoS prioritization must be supported.

8.22 Administration interface: It must support both GUI/Web and CLI (Command Line Interface) based user interface for administration and monitoring of the device.

8.23 Logging Support: It must support logging security events, user activity and system events.

8.24 If any of the specification listed above requires purchase of separate software license and/or Content update subscription apart from the base hardware, it must be specified in the technical specification response sheet.

8.25 The bidder must supply the necessary software licenses and/or content update subscriptions to meet the stipulated specifications.

8.26 The software license provided by the bidder must be perpetual in nature; there must not be any requirement for renewal of the license.

8.27 The Content update subscription provided by the bidder must be for a period of 5 (five) years from the date of commissioning of the hardware.

8.28 Form Factor of the Firewall appliance : 19 inch rack-mountable

Item No 2. Ethernet Switch Type -2 , Quantity -03 Nos.

General Requirement - Ethernet Switch Type -2

9.1 Bidder must specify Make and Model number of the switch offered in the bid. Relevant product datasheet must be submitted along with the bid.

9.2 Form factor - Rack mounted architecture

9.3 The switch must have separate dedicated data and control planes.

9.4 The CPU/Routing engine must have redundancy.

9.5 All modules/chassis must have redundant and hot-swappable power supplies and cooling.

Performance - Ethernet Switch Type -2

10.1 Non-blocking architecture with dual CPU/Routing Engine must offer minimum 1.5 Tbps aggregated switch bandwidth capacity

10.2 In the event of failure of one switching/routing engine, forwarding must not stop and failover from one engine to other must be stateful and transparent.

10.3 The proposed architecture must support minimum 160 Gbps (full duplex) inter I/O bandwidth

10.4 The switching modules must be hot-swappable.

10.5 The switch must support at least 10,000 IPv4/IPv6 aggregated routes.

Physical Interfaces - Ethernet Switch Type -2

11.1 Minimum 48 numbers of 10/100/1000 BASE-T RJ-45 ports populated with appropriate line card modules.

11.2 Minimum 72 numbers of 1000 Base-X SFP ports as below:

48 numbers of 1000BASE-LX GbE optic transceivers (1,310 nm for 10 km transmission on SMF) SFP/GBIC to be supplied with each Ethernet Switch Type -2. These must be compatible with the supplied 1000 Base-X interfaces.

24 numbers of 1000BASE-SX (850 nm for up to 550 m transmission on MMF) Gigabit Ethernet Optic transceivers (SFP/GBIC), to be supplied with each Ethernet Switch Type -2. These must be compatible with the supplied 1000 Base-X interfaces."

11.3 Minimum 8 numbers of 10GbE SFP ports as below:

For one Ethernet Switch Type -2, 6 numbers of SFP+/GBIC 10GBASE-SR 10-Gigabit Ethernet Optic transceivers, 850 nm for up to 300 m transmission on multimode fiber-optic (MMF), and

2 numbers of SFP+/GBIC 10GBASE-LR 10-Gigabit Ethernet Optic transceivers (1,310 nm for 10 km transmission on SMF), to be supplied. These must be compatible with the supplied 10GbE interfaces.

For the other two Ethernet Switch Type -2, 8 numbers of SFP+/GBIC 10GBASE-LR 10-Gigabit Ethernet Optic transceivers (1,310 nm for 10 km transmission on SMF), to be supplied with each switch. These must be compatible with the supplied 10GbE interfaces.

Layer-2 Features -Ethernet Switch Type -2

12.1 The switch must support the following IEEE standards: 802.1Q VLAN Tagging, 802.1d STP, 802.3ad, 802.1w RSTP, 802.1s MSTP, IEEE 802.1ab Link Layer Discovery Protocol.

12.2 The switch must support 30,000 MAC addresses.

12.3 The switch must support minimum 4000 active VLAN

12.4 IGMP snooping v1, v2 and v3 must be supported.

Layer-3 Features-Ethernet Switch Type -2

13.1 The following must be supported:

1. Static Routing
2. RIP v1/v2, RIPng
3. OSPF v1/v2/v3
4. Policy Based routing
5. BGP
7. PIM-SM

13.2 Internet Group Management Protocol (IGMP) v1/v2/v3 must be supported.

13.3 The switch must support virtual routing and forwarding/virtual router routing instances which will allow multiple instances of a routing table to exist in a router and work simultaneously.

13.4 Internet Protocol v6 must be supported.

13.5 Virtual Router Redundancy Protocol (VRRP) or equivalent must be supported.

13.6 The switch must be capable of acting as DHCP server for the LAN users.

QoS Features-Ethernet Switch Type -2

14.1 Must support IEEE 802.1p: Class-of-service (CoS) prioritization

14.2 Per-port quality of service (QoS) configuration: Eight queues per port must be supported.

14.3 IP differentiated service code point (DSCP) must be supported.

14.4 Classification and marking based on full Layer 3 and Layer 4 headers must be

supported.

Management and other features-Ethernet Switch Type -2

15.1 The switch must support the following:

- SNMP v1/v2/v3
- RADIUS
- TACACS+
- SSH

15.2 The switch must have CLI based management interface.

15.3 The switch must support port mirroring.

15.4 Out-of-band management: Serial or Console or USB and 10/100/1000BASE-T Ethernet port must be present in the switch. Required cables must be provided along with

Security-Ethernet Switch Type -2

16.1 Dynamic ARP inspection must be supported.

16.2 IP source guard must be supported.

16.3 DHCP snooping must be supported.

16.4 Access Control List (ACLs) on all ports. router ACLs on all ports,VLAN ACLs , Port ACLs must be supported.

16.5 802.1x user authentication must be supported.

16.6 Configuration backup via FTP/TFTP/secure copy must be supported.

16.7 Remote Monitoring (RMON) software agent to support four RMON groups (history, statistics, alarms, and events) for enhanced traffic management, monitoring, and analysis must be supported

Item No 3. As many 19 Inch Racks required to accommodate 2 Nos of Ethernet Switch Type-I , Firewalls and 1 No of Ethernet Switch Type -II . Qty = 1 AU .

EIA 310 Standard compliant rack (s) must be supplied which can accommodate the supplied 2 nos. of Ethernet switch type-1, 1 no of Ethernet switch type-2 and 2 nos. of Firewall appliances. The supplied rack must include removable side panels, top and bottom covers with cable entry provisions. The rack must be fitted with appropriate rack power distribution unit suitable for the supplied equipment. (Note: One Ethernet switch type-2 shall be installed in an existing 19" rack). Bidder must specify the make, model and quantity of the rack to be supplied. Relevant datasheet must be submitted along with the bid.

Item No 4. Warranty for 60 months . Qty = 60 Months .

- 1 Warranty will start after successful completion of Installation & Commissioning.
- 2 The bidder must provide warranty for all the hardware and software provided under this order for 60 months . The warranty must cover replacement of defective hardware.

Item No 5. Delivery, Installation, Acceptance Test and Commissioning. Qty = 1 AU.

1. Delivery installation and commissioning will be divided into the following steps:
 - a. Delivery - Delivery of items must be completed within 60 days of placing the purchase order
 - b. Installation, configuration and integration- Installation, configuration and integration (amongst supplied items and with existing infrastructure of OIL) of the items must be completed within 30 days of delivery. Immediately after successful completion of this step, the bidder must submit design, installation and configuration documentation to OIL in soft copy.
 - c. Acceptance Test - OIL personnel along with the OEM certified engineers will carry out acceptance testing of the supplied solution as per the Acceptance Test Protocol. This must be completed within 20 days of completion of Installation, configuration and integration of the items. Acceptance Test will start after receipt of design, installation and configuration documentation of the solution.
 - d. Commissioning certificate will be issued to the vendor after successful completion of the Acceptance Test.
2. Address for delivery of equipment & installation is : IT DEPARTMENT, R&D COMPLEX, OIL INDIA LIMITED, DULIAJAN, ASSAM - 786602
3. Installation and commissioning has to be carried out by an OEM-certified installation engineer.
4. The bidder will be responsible for design, installation and configuration of the solution as per Oil India Ltd's requirements. The detailed design document to be prepared in consultation with Oil India Ltd fulfilling OIL's requirements must be submitted to OIL at least 7 days prior to commencing installation and commissioning activities.
5. The bidder must integrate the supplied solution with existing infrastructure of OIL. The Bidder shall provide necessary assistance to integrate the supplied solution with the server infrastructure.
6. The bidder must clearly specify the rack and power requirement of the offered solution, as a part of the technical bid.
7. Ethernet type-1 switches and Firewall appliances must be configured in active-active HA failover mode.
8. The successful bidder has to make his own arrangements for transportation and accommodation of the installation engineer at Duliajan.

9. The bidder must provide documentation for installation and configuration after successful installation and integration of the solution. The documentation must include step-by-step procedures to configure the devices, schematic diagram of the solution showing details of the interconnection and OEM serial number, service tags of the supplied equipment. This document must be submitted to OIL prior to commencement of Acceptance Test.

10. All interconnecting cables (as per requirement) connecting Ethernet Type-I switch, Type-II switch and Firewalls must be supplied by the vendor.

11. The bidder must provide soft copy/hard copy of the OEM product documentation and configuration manual at the time of delivery.

12. The Bidder should provide OEM warranty certificate for supplied items at the of delivery.

13. All the required software licenses and content update licenses must be provided in soft/hard copy at the time of delivery.

14. The warranty period will start from the date of issue of commissioning certificate by OIL.

15. Acceptance Test Protocol:

The acceptance tests will have to be carried out at IT Data Centre, Duliajan. Following broad guidelines have to be followed for conducting the accepting tests:

15.1. Power on Test

All the received equipment will be powered on and physical specifications of the hardware supplied will be checked against the NIT specifications.

15.2. Feature testing/demonstration of Ethernet switch Type-1:

1. CPU/Routing Engine Redundancy - Failover should be should be stateful and transparent
2. Separation of data and control planes - Forwarding should not stop when failover from one routing engine to other happens
3. Hot swapping the switching modules
4. Routing Protocols - OSPF v1/v2/v3, Policy Based routing
5. VRRP or equivalent - Both the Type-1 switches must be configured and demonstrated in active/active, active/standby stateful failover HA mode
6. Virtual routing and forwarding/virtual router routing instances
7. Per-port QoS
8. IPV6 Support
9. Management support - SNMP v1/v2/v3, RADIUS, TACACS+, SSH
10. NTP

11. Port mirroring

12. Out of band management demonstration"

15.3 Feature testing/demonstration of Ethernet switch Type-2:

1. CPU/Routing Engine Redundancy - Failover should be should be stateful and transparent

2. Separation of data and control planes - Forwarding should not stop when failover from one routing engine to other happens

3. Hot swapping the switching modules

4. Routing Protocols - OSPF v1/v2/v3, Policy Based routing

5. Support for VLAN, xSTP, LLDP

6. Virtual routing and forwarding/virtual router routing instances

7. DHCP Server

8. Per-port QoS

9. IPV6 Support

10. Management support - SNMP v1/v2/v3, RADIUS, TACACS+, SSH

11. NTP

12. Port mirroring

13. Out of band management demonstration

14. ACL - VLAN, Port

15. RMON

15.4 Feature testing/demonstration of Firewall appliance:

1. Routing protocol - OSPF v2/v3

2. IPv6 support

3. Out-of-band management

4. Demonstration of application control policies

5. HA - active/active, active/standby with stateful failover

6. Demonstration of IPS capabilities

<p>7. Demonstration of zoning support</p> <p>8. Demonstration of Stateful Protocol Inspection</p> <p>9. Demonstration of Address Translation Support</p> <p>10. Demonstration of Screening of DoS, DDoS, replay attack</p> <p>11. QoS</p> <p>12. Administration interface</p> <p>13. Logging Support</p> <p>15.5 Demonstration of licenses installed in each of the item</p> <p>15.6 Cable dressing with proper tags</p> <p>15.7 Demonstration of procedure for raising Service Request.</p> <p>15.8 Integration test : Interconnectivity with the existing OIL Enterprise network</p> <p>16 Cable dressing and management with tagging - The bidder will be responsible for cable dressing and management with tagging for all the interconnecting cables within the solution scope. Necessary Cable ties, cable channels and cable lacing cord, tag marker etc. must be supplied by the bidder.</p> <p>17 Installation and commissioning cost has to be quoted separately.</p>	
<p><u>Item No 6. Training. Qty = 1 AU.</u></p> <p>1. In order to ensure optimal utilization of the solution, the successful bidder must impart training to 3 (three) IT personnel of OIL after the successful commissioning of the equipment. The training content must include at least the following:</p> <p>a) Features and capabilities of the supplied product</p> <p>b) Administration and management of the supplied product</p> <p>c) Troubleshooting and maintenance of the supplied product</p> <p>d) Lab sessions</p> <p>2. The training must be divided into 3 training modules as below:</p> <p>1. Training on Ethernet switch type-1 - Minimum duration 3 days</p> <p>2. Training on Ethernet switch type-2 - Minimum duration 3 days</p> <p>3. Training on Firewall appliance - Minimum duration 3 days</p> <p>3 The bidder must arrange for necessary training infrastructure to be conducted by OEM certified instructor. The bidder is free to impart the training in any location of their choice in India. The training facility must be OEM authorized for imparting training on the offered solution.</p>	

<p>4 Cost of transportation and accommodation of the OIL Personnel for training will be borne by OIL.</p> <p>5 The bidder must provide details of training centers with the bid.</p> <p>6 The training must be completed within one (1) month of successful commissioning of the solution.</p> <p>7 Training material as per curriculum must be provided either in hardcopy or softcopy.</p> <p>8 Training cost has to be quoted separately.</p>	
<p><u>Item No 7. Maintenance and Support Services for 60 Months . Qty = 60 Months .</u></p>	
<p>1 The Support Services shall start after successful completion of Installation & Commissioning.</p> <p>2 The maintenance and Support Services shall be for a period of five (5) years.</p> <p>3 The bidder must have a service agreement with the OEM for providing maintenance support for the solution for a period of five (5) years. The bidder must submit a copy of the service agreement to OIL immediately after the placement of Purchase Order and before commencing installation and commissioning.</p> <p>4 During the maintenance and Support Services period, any failed device under warranty shall have to be repaired/ replaced with a new/ standby one within 72 hrs of reporting the failure. Necessary configuration of the replacement device for proper operation of the device will be the responsibility of the successful bidder.</p> <p>5 During the maintenance and Support Services period, the engineer attending the call shall have to submit a call report to OIL. The report has to be duly signed by OIL's IT engineer and then only the call shall be considered attended.</p> <p>6 The bidder must supply and implement any firmware/Operating System Update/software update/Patch released by the OEM during the maintenance and Support Services period for the offered solution. Such updates must be provided free of cost.</p> <p>7 There will be a single point of contact for reporting any problem related to the offered solution. It must be possible to report problems over both phone and email or online. These details must be provided along with the escalation matrix along with the bid.</p> <p>8 Remote assistance support must be provided within 2 hours of reporting any problem related to the supplied items. For problems which cannot be resolved over remote support, bidder's personnel must visit the site.</p> <p>9 Maintenance and Support Services charges will be paid quarterly after completion of the quarter. The successful bidder must submit appropriate invoices to Head-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on a Quarterly basis, clearly mentioning the OIL Purchase Order no. and period of billing.</p> <p>10 Maintenance and Support Services charges for a quarter will have the following components:</p>	

1. Fixed quarterly charges
2. Charges for visits by bidder's personnel for maintenance and Support-related work (if any during the quarter)

(Since all the equipment are under warranty for a period of 5 years concurrent with the maintenance and Support Services period, cost of any replacement or repair for defective item shall not come under maintenance and Support Services billing)

11 Maintenance and Support Services cost for the solution must be quoted separately.

Item No 8. Support Engineer Visit Charges . 10 Nos .

The bidder must quote for the cost of single visit by 1 (one) bidder's personnel to Duliajan. For the purpose of evaluation of the bids, bidder must incorporate cost of 10 (ten) such visits in the maintenance and Support Services cost for the solution.

Payment Terms:

1. Payment against the equipment cost will be as per the following schedule:

50% - After delivery of material and physical inspection by OIL

40% - After completion of Installation, Acceptance Test and Commissioning.

10% - After completion of training

2. Training charges will be paid on submission of invoices after successful completion of training.

3. Installation and commissioning charges will be paid on submission of invoices after successful completion of training.

4. Maintenance and support charges will be paid Quarterly after completion of the Quarter. The successful bidder must submit appropriate invoices to Head-IT, IT Department, Oil India Limited, Duliajan, Assam - 786602, on a quarterly basis, clearly mentioning the OIL Purchase Order No. and period of billing. The amount will be paid after deduction of penalty (if any) for this period of billing.

Penalty Terms:

1. During the maintenance and support period, any failed device shall have to be repaired/ replaced with a new/ standby device within 72 hrs of reporting the failure. Necessary configuration of the replacement device for proper operation of the device will be the responsibility of the successful bidder. In case of failure on the part of the bidder to rectify the problem within 72 hrs of reporting, a penalty of Rs 5000.00 per day per device will be levied. However, maximum penalty will not exceed 15% of the total maintenance and support charges.

2. During the maintenance and support period, any reported problem other than failed device shall have to be resolved within 72 hrs of reporting the problem. In case of failure on the part

of the bidder to rectify the problem within 72 hrs of reporting, a penalty of Rs 5000.00 per day per device will be levied. However, maximum penalty will not exceed 15% of the total maintenance and support charges.	
<u>Confidentiality Agreement:</u> OIL Confidentiality and Non-Disclosure Agreement (NDA) will be applicable and bidder has to submit Non-Disclosure Agreement as per given format duly signed & Sealed by the authorized signatory of the bidder, along with the bid.	

NOTE:

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

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:

Price Breakup**ANNEXURE-HHH****Tender No & Date: SDI7262P16 Dated 22.05.15**

			A	B	C = A X B	D	E=C+D
Sl No	Product Descriptions	Make/ Model	Qty	Unit Price (In Rs)	Total Price Excluding Taxes (In Rs)	Applicable Taxes (In % of C)	Total Price Including Taxes (In Rs)
1	Ethernet Switch Type-I with Firewall Appliance		2 Nos				
2	Ethernet Switch Type-II		3 Nos				
3	As many 19 Inch Racks required to accommodate 2 Nos of Ethernet Switch Type-I, Firewalls and 1 No of Ethernet Switch Type - II		1 AU				
4	Warranty for 60 months	N/A	60 Months				
5	Delivery, Installation, Acceptance Test and Commissioning.	N/A	1 AU				
6	Training	N/A	1 AU				
7	Maintenance and Support Services for 60 Months	N/A	60 Months				
8	Support Engineer Visit Charges	N/A	10 Nos				
Total Freight Charge including applicable taxes (In Rs)							
Insurance Charge including applicable taxes (In Rs)							
Any Other Charges including applicable taxes (In Rs)							
Total FOR Destination Price (In Rs)							

NOTE:

a) AU = Activity unit. Bidders should quote total price of the items wherever unit is 1 AU.

b) Bidders should fill up, sign and upload the price breakup of all the items as per “Annexure HHH” under “Notes & Attachments” > “Attachments” only. **The filled up price breakup of all the items should not be uploaded in Technical RFX Response folder as it shall lead to rejection of the offer as per Bid Rejection Criteria.**

Annexure- DDD

INTEGRITY PACT

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

(**Name of the bidder**).....hereinafter referred to as "The Bidder/Contractor"]

Preamble :

The Principal intends to award, under laid down organizational procedures, contract/s for Tender No. **SDI7262P16** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, Subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the

amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
1. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

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

Bidders Response Sheet**Annexure-FFF**

Tender No.	
Bidders Name	

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

NOTE: Please fill up the greyed cells only.

Technical Bid Checklist

Annexure-EEE

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

NOTE: Please fill up the greyed cells only.

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

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

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 incorrec 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.**