



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

**Materials Department
(Rajasthan Project)**
02-A, District Shopping Centre,
Saraswati Nagar, Basni
Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2729472
Fax : 0291-2727050

TENDER NO. SJI8727P19

Date: 22.07.2018

INVITATION TO e-BID UNDER SINGLE STAGE TWO BID SYSTEM

Dear Sirs,

OIL invites Bids for the supply and AMS of **All in One Desktop Computers** through its e-Procurement site under **Local Competitive Bidding (LCB) - Single Stage Two Bid System**. The bidding documents and other terms and conditions are available at Booklet No. MM-RP-LOCAL-E-01-2005. The prescribed Bid Forms for submission of bids are available in the tender document folder.

The general details of tender can be viewed by opening the RFx [Tender no.] under RFx and Auctions page. The details of items tendered can be found under Item tab and details can be found under Technical RFx.

The tender is invited with firm price for the specified quantity. Further details of tender are given in Rfx Parameters → Technical Attachments as **ANNEXURE IA**.

THE TENDER WILL BE GOVERNED BY:

- a) "General Terms & Conditions" for e-Procurement as per Booklet No. MM-RP-LOCAL-E-01-2005 for E-procurement (LCB Tenders).
- b) Technical specifications, Quantity and Notes for the **All in One Desktop Computers** as per **Annexure – IA**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical Attachments. Technical Checklist, Commercial Checklist to be filled up and submitted along with the technical bid.
- d) 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-CA certificate*". The same must be submitted along with the bid.

SPECIAL NOTE:

- 1.0 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 **CGM (Services), Oil India Limited, Rajasthan Project, 2A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342005, Rajasthan** on or before the Bid Closing Date mentioned in the Tender.

- a) Original Bid Security.
- b) Detailed Catalogue.
- 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.

- 2.0 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.
- 3.0 OIL INDIA LIMITED (OIL) has upgraded its E-tender Portal. As part of the new system, the intending bidder must have Encryption Certificate along with Digital Signature Certificate (DSC) of Class III [Organization]. The date for implementation of new system is 12th April 2017 and the requirement of the new DSC will be applicable for the tenders floated on 12th April 2017 onwards. All our current and prospective esteemed bidders are therefore requested to acquire Class III DSC [Organization] along with Encryption Certificate issued by any of the Licensed Certifying Authorities (CA) operating under Controller of Certifying Authorities (CCA) of India as per Indian IT Act 2000. Guideline for getting Digital Signature and other related information are available on the e-tender website www.oil-india.com. The bid signed using any other digital certificate or digital certificate without organization name of the bidder, will be liable for rejection.
- 4.0 Encryption certificate is mandatorily required for submission of bid. In case bidder created response using one certificate (using encryption key) and bidder subsequently changes the digital signature certificate then the old certificate (used for encryption) is required in order to decrypt his encrypted response for getting the edit mode of his response. Once decryption is done, the bidder may use his new DSC certificate for uploading and submission of his offer. It is the sole responsibility of the bidder to keep their DSC certificate properly. In case of loss of DSC certificate, Oil India Limited is not responsible.
- 5.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical Attachments under Rfx Information tab. The "TECHNO-COMMERCIAL UNPRICED BID" shall contain all techno-commercial details except the prices. The price bid is to be uploaded under "Notes and Attachments" tab as per the Price bid format furnished vide Annexure-F.
- 6.0 **Two Bid System** shall be followed for this tender and only the price-bids of the bidders whose offers are commercially and technically acceptable shall be opened for further evaluation.
- 7.0 Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response. 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.**
- 8.0 The "PRICE BID" must be strictly as per the price format provided with the tender documents under "Notes & Attachments" tab of the e-tender on OIL's e-tender portal.

- 9.0 Please refer Annexure-IA and General Terms and Conditions for BEC/BRC applicable against this tender. Please ensure compliance to BEC/BRC and submit requisite documentation, failing which offer may be liable for rejection.
- 10.0 Please refer “**E-Tender User Manual**” document for help on system settings and procedure to upload technical and price bids.
- 11.0 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.
- 12.0 Bid must be submitted electronically only through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.
- 13.0 Bidders to take special note of the following conditions:
- 13.1 Against Tender Fee – Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.
- 13.2 Against Bid Security/EMD/Performance Bank Guarantee – Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.
- 14.0 Attention about GST: Please ignore the details given about the taxes, duties & levies in anywhere in Tender documents which is not applicable now after implementation of GST with effect from 01.07.2017. Others all terms and condition remains same. Referred annexure for GST uploaded under Technical bid.
- 15.0 Pre-Bid Conference: A pre-bid conference to explain Company’s exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on 08.08.2018 at 11:00 hrs (IST) in OIL’s Project Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan. Maximum of two representatives of each Bidder will be allowed to attend the pre-bid conference on producing authorization letter as per the proforma attached. Bidders interested to attend the Pre-Bid Conference should intimate MANAGER (M&C), Oil India Limited, Jodhpur latest by 06.08.2018.

Yours faithfully,

OIL INDIA LIMITED

Sd/-

(Bhavik Mody)
Manager (M&C)
Rajasthan Project
Jodhpur, Rajasthan

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Tender Fee : INR 1,000.00
 Bid Security Amount : INR 185,000.00

Bidding Type : Two Bid

Bid Closing On : 28.08.2018 at 11:00 hrs. (IST)
 Bid Opening On : 28.08.2018 at 15:00 hrs. (IST)

Performance Guarantee : Applicable @10% of order value

OIL INDIA LIMITED invites Press tenders for items detailed below:

Item No./ Mat. Code	Material Description	Quantity	UOM
10 0C000095	<p>Technical Specification for All In One (AIO) Desktop Computer</p> <ol style="list-style-type: none"> Model : Vendor must mention the make and model. Processor: Minimum Intel® 7th generation Core i7,3.6 GHz(Base Frequency) or higher, 8 MB Cache, 4 cores. Chipset : Intel Q270 chipset Memory : Minimum 8-GB DDR4 SDRAM 2400-MHz or higher; Minimum 2 DIMMS slot Hard Disk Drive & Controller : Minimum 1 TB SATA 6 Gbps HDD, 7200rpm with pre-failure alert indication Optical : Minimum 8X CD DVD RW Ethernet : Integrated 10/100/1000 Mbps Ethernet Controller and IPV6 compliant. Expansion Slots : Min 2 nos of PCI series slots. Audio & Sound : Integrated HD audio controller with 1 set of external stereo speaker with minimum 2 watts(rms) output. I/O Interface : <ul style="list-style-type: none"> 1 x VGA (D-sub) video port/DVI Port/HDMI port Minimum 6 USB ports 1 x Fast Serial Port 1 x Gigabit Ethernet (RJ-45) port Headphone and Microphone Jacks <p>Note: Out of the 6 USB ports, atleast one port must be USB 3.0 port."</p> <ol style="list-style-type: none"> Form Factor: All in one; Weight: not more than 10 kgs Monitor : OEM 21.5 inch diagonal viewable image size :21.5 inch diagonal Flat Panel LED/LCD Monitor (1920 x 1080 Resolution) & TCO certified and having height adjustable or tiltable arrangement. Keyboard : 104 Keys OEM keyboard (Same make & color as AIO Desktop Computer). Mouse : OEM optical scroll mouse with mouse pad (Same make & color as AIO Desktop Computer). Power : Max 160 watts power supply with surge Supply protection and 90% efficiency or better, Energy Star 5.0 or higher compliant. OS : OEM factory pre-loaded Genuine Microsoft ® Windows 10 professional 64 bit OS or latest version with recovery CD/DVD and latest service pack in DVD/CD media & documentation. Certification/Compliances: ISO 27001, ISO 14001 Others: 	122	NO

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Item No./ Mat. Code	Material Description	Quantity	UOM
	a. Power Cables. b. All system drivers, monitor drivers on DVD/CD media. c. Power Extension spike guard with 4nos. of 5 Amps output Surge Protector - Make: Rider / Anchor / Crabtree. d. Patch cord - Make: AMP/ AVAYA/ DLINK, 3 metre.		
	AMS for 4 years	1	AU

Standard Notes: BIDDERS ARE ADVISED TO ATTEND THE PRE-BID CONFERENCE WITH THEIR QUERIES AS PER THE PRE-BID CONFERENCE CLAUSE.

1) The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED BID" bid through electronic form in the OIL's e- Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The "TECHNO-COMMERCIAL UNPRICED BID" is to be submitted as per Scope of Work & Technical Specification of the tender and "PRICED BID" as per the Price Bid format uploaded under "Notes and Attachments" tab.

2) Please go through the help documents in details before uploading the document and ensure uploading of technical bid as per the instructions.

3) Bid should be valid for **minimum 120 days** from bid closing date, failing which offer shall be rejected.

4) The original bid security (Amount is mentioned above and also in Rfx Parameters of the tender in OIL's e-portal) should reach us before bid closing date and time of the technical bid. Bid without original Bid Security will be rejected. The bidders who are exempted from submitting the Bid Bond should attach documentary evidence in the TECHNO-COMMERCIAL BID as per clause 9.8 of Section A General Terms and conditions(MM-RP-LOCAL-E-01-2005). The bid security shall be valid up to **28.03.2019**. Only payments through online mode or Submission of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable. Please refer special notes for Bid security through SFMS system.

5) Successful bidder shall be required to furnish a Performance Security equivalent to 10% of total order value. Performance security in form of Bank Guarantee/LC will be acceptable. No DD/Cheques/Cashier Cheque or any other mode will be acceptable. Please refer Special notes for Performance security through SFMS system. Successful bidder shall be required to furnish additional Performance Security of 10% of annualized value of AMS i form of BG / LC. Bidder to also confirm to extend the validity of the performance security as and when requested by OIL.

6) Pre-Bid Conference: A pre-bid conference to explain Company's exact requirements and to reply queries of Bidders, if any, on the tender stipulations will be held on 08.08.2018 at 11:00 hrs (IST) in OIL's Project Office at 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur - 342005, Rajasthan. Maximum of two representatives of each Bidder will be allowed to attend the pre-bid conference on producing authorization letter as per the proforma attached. Bidders interested to attend the Pre-Bid Conference should intimate MANAGER(M&C), Oil India Limited, Jodhpur latest by 06.08.2018.

7) Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development

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(MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises. A new Clause on applicability of Public Procurement Policy for procurement of goods from Micro and Small Enterprises(MSE) in the tender is furnished vide Amendment to General Terms and Conditions for Local Tender (MM-RP-LOCAL-E-01-2005). Bidders are requested to take note of the same and to submit their offers accordingly.

8) 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.

9) General terms and conditions (document MM-RP-LOCAL-E-01-2005) is enclosed.

10) GST (Goods & Service Tax) will be cost loaded as quoted and in line with provisions of the bidding document. Any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders. For GST clause please refer Annexure-GST.

11) Tender fee Payment should be made only through online mode and no other instrument(Cash/DD/Cheques/Cashier Cheque, etc.) will be acceptable.

12) Purchase Preference on Local Content is applicable against this tender. Please refer the Special Notes in this document for the applicable clause.

13) The Integrity Pact is applicable against this tender. Therefore, please attach the Integrity Pact document duly signed along with your quotation as per BRC. The name of the OIL's Independent External Monitor at present are as under:

1. SHRI RAJIV MATHUR, IPS (Retd.),
E-mail : rajivmathur23@gmail.com
2. SHRI SATYANANDA MISHRA, IAS(Retd.)
E-Mail ID : satyanandamishra@hotmail.com
3. SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC
E-Mail id : jagmohan.garg@gmail.com

14) Bidder should submit their bids explicitly mentioning compliance / non compliance / deviations to NIT Specifications.

SPECIAL TERMS & CONDITIONS**A. Delivery, Installation & Commissioning Terms**

1. Delivery, installation and commissioning should be completed within 60 days of Letter of Award (LoA).

2. Delivery, installation and commissioning should be done at the following locations:

a) Location -----> OIL HOUSE, 2A District Shopping Centre, Saraswati Nagar, Basni, Jodhpur, Rajasthan, 342005

All the Computers to be delivered and installed at the above address. Party to depute their competent personnel for the same.

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B. Warranty Service Terms

1. Comprehensive on-site year warranty for a period of 1 year or OEM warranty, whichever is longer, from the date of installation and commissioning.
2. Preventive & corrective maintenance of all hardware supplied including replacement of defective parts during warranty period, at no extra cost.
3. The defective parts under warranty should be first repaired / replaced and thereafter the defective items, except the Hard Disk (HDD), can be taken out of OIL's premises. The bidder shall recover the data in the HDD in case of data corruption/HDD failure. The defective HDD should be handed over to OIL personnel for the purpose of confidentiality of data. Failure to repair or replace a defective part(s) under warranty within the stipulated period will attract penalty, as mentioned in penalty clause.
4. Bidder also has to provide following services during warranty period:
 - * Installation/ re-installation and maintenance of the device Drivers or software, in case of any problem with the device or the device driver/software.
5. Bidder will have to arrange its own transport facility for the engineers to attend warranty service calls, and for movement of spare parts.
6. Warranty covers free service and free spare parts excluding the consumables (if any).
7. The engineers for warranty services should be available on-call basis.

C. Buy Back Terms:

1. The bidder has to buy back the existing Desktop Computers of OIL listed below:
 - a. Number of PCs with i7 processor, 2 GB RAM and 500 GB HDD (HP Compact Elite 8300 SFF)= minimum 55
 - b. Number of PCs with i5 processor, 4 GB RAM and 500 GB HDD (HCLINFINITI-A365 PRO) = minimum 9
 - c. Number of PCs with i3 processor, 4 GB RAM and 500 GB HDD (Lenovo Thinkcentre Edge - A71 Series/ IDEA CENTER B310 AIO) = minimum 4
 - d. Number of PCs with P4 processor (equivalent or lower), 512 RAM (or lower) and 160 GB (or lower) = minimum 23
2. The bidder has to consider the net price of the buy-back of all the above buy-back items as a whole.
3. The bidder will be responsible for physical pick up and transportation of the buy back items from OIL's office premise at Jodhpur (Rajasthan). This activity will be done after installation and commissioning of the 122 Desktop computers is successfully complete.

D. Annual Maintenance Service:

1. The bidder has to provide 4 years AMS right from the date of the expiry of the Warranty Period as mentioned in Clause B of Special Terms and Conditions.
2. The bidder has to place 5(Five) nos. of standby PCs(New) of the same make model & configuration (as specified in the order for 122 Desktop Computers) during the AMS period. The stock of standby PCs should be replenished within 20 days of use so that the stock level is maintained as given. IT Dept officials will check the stock every month.
3. The bidder has to compulsorily maintain a stock of the following items at any point of time as

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per given quantities during the tenure of the AMS:

- a) New OEM keyboard: 5 (five) nos.
- b) New OEM mouse: 5 (five) nos.
- c) Network NIC 10/100/1000 Mbps: 5 nos.
- d) New hard disk of same capacity and make as in original machine: 5 (five) nos.
- e) New SMPS : 5 (five) Nos.

These items should be replenished within 20 days of use so that the stock level is maintained as given. IT Dept officials will check the stock every month.

4. Preventive & corrective maintenance of all hardware supplied including replacement of defective parts during AMS period, at no extra cost. This should also include the CMOS battery, if any.

5. The defective parts under AMS should be first repaired / replaced and thereafter the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under AMS within the stipulated period will attract penalty, as mentioned in penalty clause.

6. Bidder has to provide following services during AMS period:

- a) Installation/ re-installation and maintenance of MS Windows Operating System, MS Office products, SAP GUI, Anti-Virus & certain custom client applications, whenever necessary. These software packages will be provided by OIL.
- b) Configuration of PC network during installation/ repair according to OIL's requirement.
- c) Installation and configuration of software drivers of OIL's existing peripherals like printers, scanners, etc. which are to be used with these new PCs.
- d) Joining the computers to OIL India's Active Directory system.
- e) Backup, formatting and restoration of systems, as and when required, ensuring no loss of data during the process.
- f) Restore PCs in case of malfunction and do re-installation of software.
- g) Repair or replacement of any accessories provided along with the PC.

7. During the AMS period, bidder must depute 1(one) no. of service engineer at Jodhpur exclusively against this order. The service engineer shall be available during normal office working hours and also during non-working hours including holidays in times of urgency. Penalty of Rs. 200 per absent day will be levied in case of his absence.

8. The service engineer should have at least a minimum qualification of 6 months Diploma in Computer Science / Electronics / Electricals / Telecommunications / Instrumentation or Diploma in Computer Applications with adequate experience in computer maintenance.

9. Over and above, all services covered under warranty services (clause B) will also be covered under AMS.

E. Penalty Terms

1. In case bidder fails to repair or replace a defective part(s) under warranty services/AMS mentioned in warranty service/AMS clause, within 48 hours from the time of reporting the breakdown, a penalty @ INR 200 per day per PC from the date of reporting will be levied. If for any reason, the bidder fails to provide services within seven successive days from the date of reporting, the penalty amount will be increased twice (to INR 400 per day per PC) in the 2nd week (from the date of reporting), thrice (to INR 600 per day per PC) in the 3rd week (from the date of reporting) and so on subject to a maximum of 15% of the total order value. Performance Bank Guarantee (PBG) will be released only after clearance of all outstanding amount by the bidder.

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F. Payment Terms

1. 70% of material cost after complete delivery
2. 30% of material cost after installation and commissioning.
3. Payment for AMS will be made quarterly on actuals.

G. Confidentiality Agreement

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

H. Other Terms & Conditions

1. The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, as per Annexure-II, stating that no duplicate/ second hand components/ parts/ assembly/ software, shall be used, failing which, their offer shall be liable for rejection.
2. The Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, as per Annexure-II, must explicitly state that the OEM undertakes that in respect of licensed operating system, it shall be preloaded from the OEM factory premises.
3. The Bidder has to be OEM/Authorized Dealer of OEM. Authorized dealers must submit Authorization certificate (in original) from OEM, as per Annexure-I, attached herewith. Bid(s) not accompanied with Authorization certificate (in original) from OEM will be rejected.
4. The Authorization certificate (Annexure-I) and Undertaking of authenticity (Annexure-II) should be signed by a competent authority of the OEM who is having the Power of Attorney. A copy of the Power of Attorney should be submitted along with the tender.
5. The offer(s) of the bidder not complying with delivery, installation & commissioning, warranty, payment and penalty clauses, will be rejected.
6. Technical Brochure/Product Catalogue for the make/model offered must be attached with the Bid.
7. The bidder must state the address of their nearest service centre.
8. At the time of delivery if the quoted model becomes obsolete, then bidder should replace it with latest model of same configuration or higher of the same make with the same quoted price and terms & conditions after approval from competent authority in OIL.
9. The Bidder must have office in Jodhpur, Rajasthan in its own name. This office will be the single point of contact for all warranty service related matters. Details of this local office(s) to be included along with the bid. Documentary evidence in this regard like GST certificate of registration/Address Proof(electricity bill, telephone bill etc.), clearly stating the name of the company and the local address should be submitted along with the bid.

Special Notes : BID REJECTION CRITERIA (BRC)

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In addition to the General Terms and Conditions for Tender, the following BEC / BRC criteria will be applicable against this tender:

The bids shall conform to the specifications, terms and conditions given in the tender. Bids shall be rejected in case the item(s) offered do not conform to technical specifications and to the respective international / national standards wherever stipulated.

Notwithstanding the general conformity of the bids to the stipulated specifications, and terms & conditions, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected. All the documents related to BEC / BRC must be submitted along with the technical bid.

1.0 BRC TECHNICAL:

1.1 The Bidder will be classified either as OEM or non-OEM. Non-OEMs should submit authorization and authenticity letter from their respective OEM to quote against this enquiry. The sample format for reference is provided in Annexure-I & II. Bid(s) not accompanied with Authorization certificate (in original) from OEM will be liable for rejection.

1.2 Bidder should have experience of successfully executing one similar order for at least 61 nos. of Desktop PCs during preceding 5 years, from the original Bid Closing Date.

Definition of "Similar Order" is as follows:

The Vendor must have experience of supply and delivery of Desktop PCs.

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)
(OR)

(v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

1.3 Bid(s) not complying with Delivery, installation & commissioning, warranty, AMS, buy-back and penalty clauses will be rejected.

2.0 FINANCIAL CRITERIA:

2.1 The bidder shall have an annual financial turnover of minimum INR 46,15,500.00 during any of the preceding 03 (Three) financial/accounting years reckoned from the original bid closing date, irrespective of whether their bid is for all the tendered items or not.

2.2 "Net Worth" of the bidder should be positive for the financial/accounting year just preceding to the original Bid Closing Date of the Tender.

2.3 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 ##.. has

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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 technical 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.

OR

ii) Audited Balance Sheet alongwith Profit & Loss account. In case of foreign bidders, self-attested/digitally signed printed published accounts are also acceptable.

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.

3.0 COMMERCIAL CRITERIA:

3.1 The prices offered shall 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.

3.2 Bids received in physical form against online invitation through e-portal shall be rejected (except the documents specifically called for in hard copies, if any). Similarly, Bids received after the bid closing date and time shall be rejected. Also, modifications to bids received after the bid closing date & time shall not be considered.

3.3 Bids containing incorrect statement shall be rejected.

3.4 Validity of the bid shall be as mentioned in the tender documents. Bids with lesser validity shall be rejected.

3.5 Bid Security in ORIGINAL shall be furnished by the Bidder as a part of their TECHNICAL BID. The amount of Bid Security and its validity shall be as specified in the Bid Document. Any bid not accompanied by a proper bid security in ORIGINAL shall be rejected without any further consideration. A bid shall be rejected straightway if Original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.

For exemption for submission of Bid Security please refer Bid security clause under Amendments of "General Terms & Conditions" for e-Procurement.

3.6 Successful bidder shall be required to furnish a Performance Security equivalent to ten percent (10%) of total evaluated value of the Purchase Order. Bidders should undertake in their bids to submit Performance Security as stated above. Successful bidder shall be required to furnish additional Performance Security of 10% of annualized value of AMS i form of BG / LC. Bidder to also confirm to extend the validity of the performance security as and when requested by OIL.

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

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- (a) Validity of bid shorter than the validity called for 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 called for in Tender and/or (ii) Bid Security amount lesser than the amount indicated in the Tender.
- (d) Bidder denies to submit Integrity Pact.

3.8 Bidder must accept and comply with the following clauses as given in the Bid Document, failing which bid shall be liable for rejection:

- i) Liquidated Damages
- ii) Guarantee of material
- iii) Arbitration / Resolution of Dispute
- iv) Force Majeure
- v) Applicable Laws
- vi) Performance Security

3.8 The tender is floated under two bid system. Please ensure that Technical Bid / all technical related documents related to the tender are uploaded in the Technical RFx Response. 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. The "PRICE BID" must be strictly as per the price format provided with the tender documents under "Notes & Attachments" tab of the e-tender on OIL's e-tender portal. Techno-commercial bids with prices will be rejected straightway.

Bid Evaluation Criteria (BEC):

1. The bids conforming to the technical specifications and considered to be responsive will be further evaluated as per the Bid evaluation criteria after subjecting to the Bid rejection criteria as given below.
2. The bidder has to submit its offer for 122 numbers of Desktop Computers considering the buy back of existing Desktop Computers as mentioned vide clause no. C under Special Terms and Conditions.
3. The make and model of all the 122 numbers of Desktop Computers must be same.
4. For evaluation of bids, the net cost calculated by subtracting the buyback value from the procurement cost of the material including installation & commissioning, warranty charges and AMS, shall be considered (in case the bidder quotes charges for installation & commissioning, warranty charges and AMS separately).
5. There will be AMS of all 122 Desktops for 4 years after the expiry of minimum warranty period with terms and conditions as mentioned in the clause no. D under Special Terms and Conditions. Oil India Limited reserves the right to exclusively decide whether or not to go for AMS purely on the basis of OIL's future requirement.
6. The bidder has to submit duly filled up Annexure-III (Technical Specification Compliance Sheet)

Purchase preference policy (linked with Local Content)(PP-LC)

- a) Ministry of Petroleum & Natural Gas, Government of India implemented PP-LC Policy to

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provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd. 25.04.2017.

b) As per the PP-LC policy, 50% of the tendered quantity would be awarded to the lowest techno-commercially qualified LC (Local Content) manufacturer / supplier which are within the price band of 10% of the L1, subject to matching the L1 price. Bidders seeking Purchase preference (linked with Local Content)(PP-LC) shall be required to meet / exceed the target of Local Content (LC) as per values furnished vide MOPNG notification no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 as on the bid closing date. The remaining quantity will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).

c) In case a bidder is eligible to seek benefits under PP-LC policy as well as Public Procurement Policy for MSEs-Order 2012, then the bidders should categorically seek benefits against only one of the two policies i.e. either PP-LC or MSE policy. If a bidder seeks free of cost tender document under the MSE policy, then it shall be considered that the bidder has sought benefit against the MSE policy and this option once exercised cannot be modified subsequently.

d) Price Break-up: The bidder shall provide break up of "Local component" and "Imported Component" along with their price bid.

e) Such bidders shall furnish following undertaking from the manufacturer on Manufacturer's letter head along with their techno-commercial bid. The undertaking shall become a part of the contract:

"We _____ (Name of Manufacturer) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e. _____ (to be filled as notified at Enclosure I of the policy) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____."

f) Above undertaking shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor (as per the provisions of the aforesaid policy):

"We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of manufacturer) meet the mandatory Local Content requirements of the Goods and/or Services i.e. _____ (to be filled as notified at Enclosure I of the policy) quoted vide offer No. _____ dated _____ against OIL's tender No. _____ by M/s _____ (Name of the bidder).

g) Failure to submission of documents as mentioned in a), b) & c) above will be treated as "Calculation of LC is not verifiable, the value of LC of the said component shall be treated as NIL" and hence will not be eligible for PP-LC.

h) At the time of bidding, the bidder has to confirm in their bid for submission/complying the following in the event of order:

1) In case of procurement of goods under PP-LC, the LC content may be calculated by the supplier and the verification of the procurement of goods, service shall be carried out by a Statutory Auditor engaged by the bidder.

2) The supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met, issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured.

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3) The local content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of local content for the total purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

i) A bidder who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price. View this, the supplier shall confirm in their bid for submission of PBG (PBG-PPLC) of 10% of the contract value which shall be valid throughout the execution of the contract (format as provided vide the notification). This PBG-PPLC is in addition to the PBG, which is required to be submitted by the successful bidder as per OIL's general terms & condition. Bidders to provide an undertaking complying to the submission of additional PBG along with their bid, in case of availing PPLC benefit.

j) Bidders should note that PP - LC shall not be available in case of procurement of goods / services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprise (MSEs) or Domestically Manufactured Electronic Products (DMEP).

CONFIRMATION OF BID SECURITY / PERFORMANCE SECURITY:

The following clause is applicable for bid security / performance security submitted in the form of bid bond/LC. Bidders are requested to strictly comply to this clause:

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 to OIL's order/contract 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, Jodhpur Branch, IFS Code - UTIB0000057; Swift Code: AXISINBB057. Branch Address - AXIS Bank Ltd, Prince Tower, Near Jaljog Circle, Residency Road, Jodhpur - 342003.

PROFORMA - I

AUTHORISATION FOR ATTENDING BID OPENING

Date: _____

TO
CHIEF GENERAL MANAGER (SERVICES)

Materials & Contracts Department
Oil India Ltd., Rajasthan Project
Jodhpur-342005
Rajasthan, India

Sir,

Sub: OIL's e-Tender No. SJI8727P19

We hereby authorise Mr. /Ms. _____ (Name and address) to be present at the time of Pre-Bid Meeting / Un-priced Bid Opening / Price Bid Opening and for any subsequent correspondence / communication of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

Annexure-I

Sample Format of authorisation letter from OEM

(To be typed on the letterhead of the OEM)

Ref. No _____

Date _____

The Head (M&C)

Oil India Limited,

Rajasthan Project

Jodhpur-342005

Sir,

Sub: Authorisation Certificate

Ref: Your tender enquiry No. SJI8727P19 Dated 22.07.2018

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Annexure-II

Sample Format of undertaking of authenticity letter from OEM

(To be typed on the letter head of the OEM)

Ref. No _____

Date _____

The Head (M&C)

Oil India Limited,

Rajasthan Project

Jodhpur-342005

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No. SJI8727P19 Dated 22.07.2018

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

We also undertake that in respect of licensed operating system, it shall be preloaded from the OEM factory premises. We also take full responsibility of both Parts & Service SLA as per the content, even if there is any defect by our authorized Service Centre/ Reseller/SI, etc.

Yours faithfully,

For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

Clause Number	Specification in the Tender	Bidder's Response	Does the product meet this specification? (Yes/No)	Reference to relevant section/Page No. in the technical bid /documentation / Brochure / Catalogue / OEM Website, wherever applicable
	All in One (AIO) Desktop Computer Technical Specification			
1.	Model : Vendor must mention the make and model.	Make: Model		
2.	Processor:			
	Minimum Intel® 7th generation Core i7,3.6 GHz(Base Frequency) or higher, 8 MB Cache, 4 cores.			
3.	Chipset : Intel Q270 chipset			
4.	Memory : Minimum 8-GB DDR4 SDRAM 2400-MHz or higher; Minimum 2 DIMMS slot			
5.	Hard Disk Drive & Controller : Minimum 1 TB SATA 6 Gbps HDD, 7200rpm with pre-failure alert indication			
6.	Optical : Minimum 8X CD DVD RW			
7.	Ethernet : Integrated 10/100/1000 Mbps Ethernet Controller and IPV6 compliant.			
8.	Expansion Slots : Min 2 nos of PCI series slots.			
9.	Audio & Sound : Integrated HD audio controller with 1 set of external stereo speaker with minimum 2 watts(rms) output.			
10.	I/O Interface : 1 x VGA (D-sub) video port/DVI Port/HDMI port Minimum 6 USB ports 1 x Fast Serial Port 1 x Gigabit Ethernet (RJ-45) port Headphone and Microphone Jacks Note: Out of the 6 USB ports, atleast one port must be USB 3.0 port.			
11.	Form Factor: All in one; Weight: not more than 10 kgs			
12.	Monitor : OEM 21.5 inch diagonal viewable image size :21.5 inch diagonal Flat Panel LED/LCD Monitor (1920 x 1080 Resolution) & TCO certified and having height adjustable or tiltable arrangement.			
13.	Keyboard : 104 Keys OEM keyboard (Same make & color as AIO Desktop Computer).			
14.	Mouse : OEM optical scroll mouse with mouse pad (Same make & color as AIO Desktop Computer).			
15.	Power : Max 160 watts power supply with surge Supply protection and 90% efficiency or better, Energy Star 5.0 or higher compliant.			
16.	OS : OEM factory pre-loaded Genuine Microsoft ® Windows 10 professional 64 bit OS or latest version with recovery CD/DVD and latest service pack in DVD/CD media & documentation.			
17.	Certification/Compliances: ISO 27001, ISO 14001			
18.	Others:			
a.	Power Cables.			
b.	All system drivers, monitor drivers on DVD/CD media.			
c.	Power Extension spike guard with 4nos. of 5 Amps output Surge Protector - Make: Rider / Anchor / Crabtree.			
d.	Patch cord - Make: AMP/ AVAYA/ DLINK, 3 metre.			

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:

ANNEXURE

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.) Crores / US \$ Million)*	NET WORTH In INR (Rs.) Crores / US \$ Million)*

*Rate of Conversion (if used any): USD 1.00 = INR.....

Place:

Date:

Seal:

Membership No. :

Registration Code:

Signature

* Applicable only for GLOBAL tenders.

BID SECURITY FORM

TO,
OIL INDIA LIMITED
RAJASHTAN PROJECT,
JODHPUR - 342005
RAJASTHAN, INDIA

Whereas (hereinafter called 'the Bidder') has submitted their Bid No. dated..... against OIL INDIA LIMITED, JODHPUR, RAJASTHAN, INDIA (hereinafter called the Purchaser) 's tender No..... for the supply of

..... (hereinafter called 'the Bid') KNOW ALL MEN by these presents

That weof

having our registered office at
(hereinafter called 'the Bank') are bound unto the Purchaser, in the sum of

.....
for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the said Bank thisday of

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws their Bid during the period of Bid validity specified by the Bidder, or
2. If the Bidder, having been notified of the acceptance of their bid by the Purchaser during the period of bid validity :
 - a) fails or refuses to accept the order ; or
 - b) fails or refuses to furnish the performance securityor
3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of their first written demand (by way of letter /fax/cable) without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including _____ (*Bidder to indicate specific date as mentioned in the tender*), and any demand in respect thereof should reach the Bank not later than the above date.

The details of the issuing bank and controlling bank are as under:

A.Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B.Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature& Seal of the Bank

PERFORMANCE SECURITY FORM

TO,

OIL INDIA LIMITED
RAJASHTAN PROJECT,
JODHPUR - 342005
RAJASTHAN, INDIA

WHEREAS.....

(Name of the Seller)

(herein after called 'the Seller') has undertaken, in pursuance of Order No.

.....dated...../...../..... to supply.....

.....(description of Goods and Services)

hereinafter called 'the Contract'.

AND WHEREAS it has been stipulated by you in the said Contract that the Seller shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Seller's performance obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Seller a Guarantee :

THEREFORE we hereby affirm that we are Guarantors on responsible to you, on behalf of the seller, upto a total of..... (Amount of the

Guarantee in words and figures) and we undertake to pay you, upon first written demand declaring the Seller to be in default under the contract and without cavil or argument and sum or sums within the limits of

(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the day of

The details of the issuing bank and controlling bank are as under:

A.Issuing Bank

- 1. Full address of the bank:**
- 2. Email address of the bankers:**
- 3. Mobile nos. of the contact persons:**

B.Controlling Office

- 1. Address of the controlling office of the BG issuing banks:**
- 2. Name of the contact persons at the controlling office with their mobile nos. and email address:**

Signature & Seal of the gurantors

Date

.....

Witness