



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. SJI8615P19

Date: 12.07.2018

INVITATION TO e-BID UNDER SINGLE STAGE COMPOSITE BID SYSTEM

Dear Sirs,

OIL invites Bids for the supply, installation and commissioning, Training and AMS of **Video Conferencing System** through its e-Procurement site under **Local Competitive Bidding (LCB) - Single Stage Composite 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 **Video Conferencing System** as per **Annexure – IA**.
- c) The prescribed Bid Forms for submission of bids are available in the Technical Attachments. Technical Checklist, Commercial Checklist & SRP checklist must 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 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.

- 7.0 Bidder are advised to fill up the Technical bid check list and Response sheet & Bidder's declaration as per Annexure-C along with the tender documents.
- 8.0 Please refer "**E-Tender User Manual**" document for help on system settings and procedure to upload technical and price bids.
- 9.0 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.
- 10.0 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.
- 11.0 Bidders to take special note of the following conditions:
- 11.1 Against Tender Fee – Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.
- 11.2 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.
- 12.0 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.
- 13.0 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 31.07.2018 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 28.07.2018.

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 41,000.00

Bidding Type : Single Bid (Composite Bid)

Bid Closing On : 21.08.2018 at 11:00 hrs. (IST)
 Bid Opening On : 21.08.2018 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 0C000172	<p>Technical Specification for Video Conference Solution:</p> <p>1. Make and Model: The bidder must specify the Make,Model and provide the OEM datasheet for the same.</p> <p>2. General Description: The proposed system must support PAL with a PTZ camera. The codec must be based on ITU standards. The Video Conference End Point should be a codec based hardware. All components of the Video Conference system like Codec, Camera, Display, Trolley and Microphone must be from the same OEM. The unit must be completely state of art single OEM integrated packaged solution with Dual 65 inch OEM integrated HD LED Display, microphones,integrated HD sound speakers, integrated Pedestal Mount and Videoconferencing 1080p codec.</p> <p>3. Video Standards and Resolutions</p> <p>i) The proposed VC solution must support H.323, SIP standards for communications.</p> <p>ii) The proposed VC solution must support H.261, H.263, H.264 AVC/ SVC, H.264 High Profile.</p> <p>iii) The proposed VC solution must support 1080p 60 fps, 1080p 30 fps, 720p 60 fps and 720p 30fps</p> <p>4. Content Standards and Resolutions</p> <p>i) The proposed VC solution must support content sharing using standard based H.239 and BFCP over SIP.It should also support audio from PC used for content sharing.</p> <p>ii)It must transmit both people and content both simultaneously to the far end location at 1080p 30fps.</p> <p>5. Audio Standards and Features</p> <p>i) The proposed VC solution must support G.711, G.728, G.729A, G.722, G.722.1, AAC-LD or better</p> <p>ii) It must support 20kHz or better bandwidth with crystal clear audio and stereo sound.</p>	1	NO

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Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>6. Video and Audio Inputs</p> <p>i) 2 x HD input for connecting HD cameras ii) 1 x HDMI input for connecting PC/Laptop to share HD content iii) 1 x Microphone Input iv) 1 x 3.5mm stereo line-in</p> <p>7. Video and Audio Outputs</p> <p>i) 2 x HDMI output for connecting dual display mmonitor ii) 1 x 3.5 mm stereo line-out</p> <p>8. Other Interface</p> <p>i)1 x 100/1000 LAN port ii) 2 x USB 2.0</p> <p>9. HD Camera</p> <p>i) It must support 1080p60fps with 20x optical zoom. ii) It must be capable of enhancing video conferencing experience with advanced face-recognition technology such that it automatically scans the room and seamlessly commands the main camera to appropriately frame the users during a call without any manual intervention. iii) It must support PAN Range of +/-90°, and Tilt of +/-20° iv) Two cameras must be provided with VC set. One for ovrall view and one for speaker tracking (face-recognition).</p> <p>10. Network Features</p> <p>i)H.323 and SIP bandwidth up to 6 Mbps ii) IPv4 and IPv6 support from day one</p> <p>11. Multi Site Features</p> <p>It must support at least 5 sites (without using the Cisco Meeting Server) at HD resolution from Day 1. Licenses (if any)must be supplied.</p> <p>12.Security</p> <p>Media Encryption (H.323, SIP): AES-128, AES-256</p> <p>13. Other Standards</p> <p>H224/H.281, H.323 Annex Q, H.225, H.245, H.241, H.239, H.243, H.460</p> <p>14. Other Features</p> <p>i) The proposed VC solution must be interoperable with all standards based video endpoints, gatekeepers, and multipoint conferencing platforms. The solution should Enable secure intra-office,inter-office, and mobile video collaboration. It must work through Public IP NAT in firewall while communication VC system of other organisations. Necessaary modules/hardawre must be supplied to enable these features from day 1.</p> <p>ii) The proposed VC solution must support integration with Skype for Business 2015 and Exchange server 2016 from day 1.</p>		

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Item No./ Mat. Code	Material Description	Quantity	UOM
	<p>15. Warranty: 1 year on site warranty must be provided. OEM part code(if any) for the same must be mentioned. If there a is delay in installation and commissioning due to site readiness, warranty will start after 30 days of delivery of materials. The bidder must supply and install all upgrades/ new release of supplied software/ firmware/ drivers etc. during the warranty period.</p> <p><u>INSTALLATION & COMMISSIONING</u></p> <p>1. Installation and commissioning of the Video Conference System and other equipment ordered have to be carried out within 30 (thirty) days of receipt of material at the OIL office mentioned above. 2. Equipment installation will be considered complete only when the systems will work with our existing VC systems. 3. The Video Conference system must work with VC system of other organisations over Internet through NAT in firewall otherwise commissioning will not be considered completed. 4. Installation and commissioning will be considered complete only when duly certified by OIL's IT department. 5. The bidder has to quote separately for Installation and Commissioning charges.</p> <p><u>TRAINING</u></p> <p>1. The bidder has to organise training on configuration and operation of all the supplied equipment to at least 2 personnel of Oil India Limited immediately after installation and commissioning at Jodhpur Office of OIL. 3. The training session should be for a minimum period of one day. 4. The bidder has to quote separately for Training Charges.</p> <p><u>ANNUAL MAINTENANCE CONTRACT</u></p> <p>1. The bidder must quote for on-site Annual Maintenance Service (AMS) for all supplied equipment on per year basis, for a period of 4 years. 2. AMS will start after successful completion of warranty period.Necessary part code for AMS must be mentioned. 3. AMS will include supply of all spares. 4. The AMS charges will be considered for Bid Evaluation 5. The bidder has to rectify any fault including replacement of spare parts within 120 hrs. of reporting the failure. 6. The bidder has to provide the contact address and phone numbers of person/ persons who will be responsible for coordinating the warranty and AMS activities. 7. The bidder must supply and install all upgrades/ new release of supplied software/ firmware/ drivers etc. during the AMS period.</p>		
	Installation and Commissioning		
	Training		
	AMS		

Standard Notes: BIDDERS ARE ALSO ADVISED TO ATTEND THE PRE-BID CONFERENCE WITH THEIR

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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 90 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 **21.02.2019**. 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.
- 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 **31.07.2018** 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 **28.07.2018**.
- 7) Bidders to note that Govt. of India under Micro, Small and Medium Enterprises Development (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

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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 bidder must mention make and model/part code of each quoted item along with technical datasheets from OEM otherwise the offer will be rejected.

14) The proposed Video Conference 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.

15) Bid(s) not complying with Technical Specifications, Delivery, installation & commissioning, Training, AMC, Warranty and Payment clauses will be rejected.

16) The Bidder should provide an Undertaking of authenticity of IT Hardware/Software supplies,(in original), from OEM, as per Annexure-B, stating that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software, shall be used, failing which, their offer will be rejected.

17) All quoted items must from same OEM.

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

19) The bidder has to buy back the existing working VC system (Make: Polycom, Model: HDX8000 procured in 2013) at Jodhpur. The bidder has to submit its offer considering the buy back of this existing VC system.

20) Confidentiality Agreement:

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.

21) Pre- Delivery Inspection: OIL reserves the right to send personnel for pre-delivery inspection of the equipment at the bidder's/ OEM's premises at its own cost. Any item found not conforming to OIL's NIT specifications during pre-delivery inspection has to be replaced with item conforming to NIT specification before shipment.

22) Delivery: Items ordered will have to delivered within 90 days of placing the purchase order at the address given below:

Oil India Limited , OIL House, 2 A District Shopping Centre, Saraswati Nagar, Basni, Jodhpur, Rajasthan, 342005.

23) Payment Terms:

1. 70 % of material cost will be paid on completion of delivery of all items as per OIL's delivery instructions mentioned in this NIT.

2. 30 % of material cost will be paid after successful completion of the installation and commission of the VC system.

3. Installation and Training charges will be paid only after successful completion of installation and training.

4. AMS charges will be paid on quarterly basis from the date of start of AMS services, and after

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successful completion of AMS services for that period. Invoice must be sent to IT Department, Rajasthan Project, Oil India Limited , OIL House, 2 A District Shopping Centre, Saraswati Nagar, Basni, Jodhpur, Rajasthan, 342005, clearly mentioning the purchase order and period of billing.

24) Penalty Terms: During the AMS/Warranty period, any failed device shall have to be repaired/ replaced with a new/ standby device within 120 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. During the AMS/Warranty period, the engineer attending the call shall have to submit a call report mentioning nature of the fault, action taken, any replacement of parts, serial no. of replaced equipment, serial number of replacement equipment and any other details of the call to OIL. The report has to be duly signed by OIL's IT engineer and then only the call shall be considered as attended. In case of failure on the part of the successful bidder to rectify the problem within 120 hrs of reporting it, the tenure of the AMS/Warranty will be extended on a pro-rata basis till the rectification of the fault, at no extra cost to OIL. Payment for the period during which service was not provided will be deducted from the corresponding invoice on a pro-rata basis, calculated on the nominal no. of days affected.

Special Notes : 1. Presently Oil India Limited has 4 sets of video conferencing (VC) systems from Cisco (Model: MX800, Dual 70) installed at offices in Duliagan(Assam) and Noida. Also, there are 5 sets of video conferencing system from Polycom (HDX8000) in other branch offices like Kolkata, Guwahati, Kakinada, etc. In addition, there is a recording and streaming server including meeting server (CMS)from Cisco (Model: CMS) placed in Duliagan integrated with the present VC systems. The proposed set of video conferencing system at Jodhpur must be compatible with our existing video conferencing systems including the recording and streaming server along with the CMS. The successful bidder will have the responsibility of interfacing the supplied equipment with OIL's existing systems.

2. The proposed Video Conference system must work with VC system of other organisations over Internet through NAT in firewall.

3. Necessary modules/ accessories/ licenses must be supplied to enable the above features/functionalities/integration of Video Conference systems.

BID REJECTION CRITERIA (BRC)

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. The Bidder will be classified either as OEM or non-OEM. Non-OEMs should submit authorization letter from their respective OEM to quote against this enquiry. The sample format for reference is provided in Annexure-A.

2. The bidder must have experience of executing atleast one order of supply & installation of

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atleast 1 no. of Video Conference solution in last five years from bid closing date.

Documentary evidence in respect of the above must be submitted in the form of

a) Copies of relevant Purchase Orders along with completion certificate.

OR

b) Any other documentary evidence that can substantiate the satisfactory completion of each of the purchase orders cited above clearly mentioning the quantum of work satisfying the requirement of the clauses above.

2.0 FINANCIAL CRITERIA:

2.1 The bidder shall have an annual financial turnover of minimum INR 10,22,741.00 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 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.

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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

3.7 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 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.

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

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

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

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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.

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

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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 Performance 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.

Annexure-A

Sample authorisation letter from OEM
(To be typed on the letterhead of OEM)

Ref. No _____

Date _____

The CGM (Services)
Oil India Limited,
Rajasthan Project, 342005

Sir,

Sub: Authorisation Certificate

Ref: Your tender enquiry No. _____ Dated _____.

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

This certificate is valid up to _____ (18 months from the date of submission of offer).

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)

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

Ref. No _____

Date _____

The CGM (Services)
Oil India Limited,
Rajasthan Project, 342005

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No. _____ Dated _____.

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

In case of default and we are unable to comply with above at the time of delivery or during
installation, for the IT Hardware/ Software billed, we agree to take back the equipment
without demur, if already supplied and return the money, if any, paid to us by you in this
regard.

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)

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. SJI8615P19

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.

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

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	TURNOVER 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.

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 Jodhpur 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 Jodhpur 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: