

Oil India Limited (A Govt. of India Enterprise) P.O. Duliajan – 786602, Assam

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Tender No. & Date: SDG 3463P17/07 dated: 03.01.2017

Tender Fee : INR 6,000.00 OR USD 100.00 Bid Security Amount : INR 1,20,000.00 OR USD 1,739.00

Bidding Type : SINGLE STAGE TWO BID SYSTEM

Period of Sale of

Bid Documents : From 19.01.2017 to 01.03.2017 ; 15:30 Hrs(IST)

Bid Closing on : 08.03.2017 (at 11.00 Hrs. IST)

Bid Opening on : 08.03.2017 (at 14.00 Hrs. IST)

Bid Validity : Bid Should be valid for 120 days from bid closing date.

Bid Bond Validity : Bid Bond Should be valid up to **08.10.2017**

Performance Guarantee : Applicable @ 10% of Order value

Integrity Pact : Applicable

OIL INDIA LIMITED invites Global Tenders for items detailed below:

TECHNICAL SPECIFICATION:

Bidder has to quote for the latest hardware for Data Archival-Retrieval system as per the technical specification stipulated hereunder:

1.0 HARDWARE Specification

1.1 Workstation: Quantity 02(Two) Nos.

Sl.No.	Make/Model	To be quoted by bidder	
1	Mounting/Form Factor	Tower /Desktop	
2	Processor	Intel® Xeon® E5-2600 v3 Series CPU or higher	
3	No. of CPU per Workstation	Two (2)	
4	RAM	Min. 32 GB DDR4, transfer rates at 2133MHz or higher	
5	Storage	4 TB (4 X 1TB) Serial ATA (min 5,400 Rpm or higher) Hard	
		Drive in RAID 5 configuration	
6	Graphics	Min.4 GB memory with latest OpenGL and DirectX support	
		(NVIDIA Quadro K2200 or higher)	
7	Optical Drive	8X DVD-/+RW	
8	Communications	Single Port Gigabit Ethernet PCI-Express Network Interface	
		Card	
9	Built In IO/Ports	Min 2 USB 3.0, Min 3 USB 2.0, HDMI output port	
10	Ports/ adaptors	1. Min. two (2) nos. of Quad fibre channel host bus adapter	

11	Keyboard/Mouse	Standard USB full size layout keyboard & 3 button USB		
		optical Mouse with mouse pads		
12	Operating System	Windows 8.1 (64 bit) with recovery CD/DVD and latest		
		service pack in DVD/CD media & documentation.		
13	Display/Monitor	Single 24 inches or better LED Monitor, Anti-Glare, Aspect		
		ratio 16:9 & minimum display (1920 x 1080) with standard		
		accessories and cables (Preferably same make & color as CPU		
1.4		box)		
14	Security	Industry standard Anti-Virus (Total Security) Software		
15	Others	i Power Cables.		
		ii All system drivers, monitor drivers on DVD/CD media.		
		iii Power Extension with spike guard as per requirement.		
16	Configuration	i The bidder shall configure and integrate the offered		
		workstations to run on supplied Tape drives (as mentioned		
		in the technical specification of NIT).		
		ii The bidder shall configure and integrate the offered		
		workstations to run existing storage device (NAS) (as mentioned in SECTION-A).		
		iii All required hardware, software, cables, connectors, fixtures, fittings and accessories shall be supplied by the bidder to make the system fully operational. All documents, licenses, media etc. shall be included in the offered		
		package.		

1.2 TAPE DRIVES: LTO-5 Ultrium Tape Drives (2 Nos.) (Tabletop)

LTO-	LTO-5 Ultrium Tape Drives (2 Nos.)			
Sl.no	Parameter	Specifications		
1	Cartridge Capacity (Native)	Minimum 1.5 TB		
2	Recording Technology	LTO-5 Ultrium		
3	Media labeling	Write-on Labels in box		
4	Interface	Dual port 8Gbps FC		
5	Native Data Transfer Rate	Minimum 120 MB/sec		
6	Media	LTO-5, LTO-5 WORM formats		
7	Media Compatibility	a) Reads/Writes: LTO-4, LTO-4 WORM, LTO-5 and		
		LTO-5 WORM Tapes b) Reads LTO-3 Tapes		
8	Buffer Size	Minimum 256 MB		
9	OS Support	Windows 8.1 (64 bit)		
10	Driver Compatibility	All necessary drivers compatible with above OS must be provided and installed so that the drives are in ready to use state. These drivers must be installed by the bidder and total installation and integration must be done by the bidder.		
11	Connectivity/Compatibility	LTO-5 Tape Drives must be configured, connected and installed with the supplied Workstations (as mentioned in the technical specification of NIT).		
12	Miscellaneous	The bidder has to provide all the accessories, peripheral hardware etc. among others that may not be explicitly mentioned under the specification for successful installation and usage of the Tape Drives offered.		
13	Make/Model	To be quoted by bidder		

1.3 TAPE DRIVES: LTO-7 Ultrium Tape Drives (3 Nos.) (2 Nos. tabletop + 1 No. Rack Mounted)

LTO-	LTO-7 Ultrium Tape Drives (3 Nos.)			
Sl.no	Parameter	Specifications		
1	Cartridge Capacity (Native)	Minimum 6 TB		
2	Recording Technology	LTO-7 Ultrium		
3	Media labeling	Write-on Labels in box		
4	Interface	Dual port 8Gbps FC		
5	Native Data Transfer Rate	minimum 300 MB/sec		
6	Media	LTO-7, LTO-7 WORM formats		
7	Media Compatibility	a) Reads/Writes: LTO-7, LTO-7 WORM, LTO-6 and		
		LTO-6 WORM Tapes b) Reads LTO-5 Tapes		
8	Buffer Size	Minimum 1 GB		
9	OS Support	Windows 8.1 (64 bit) & Red Hat Enterprise Linux 6.4		
10	Driver Compatibility	All necessary drivers compatible with above OS must be		
		provided and installed so that the drives are in ready to		
		use state. These drivers must be installed by the bidder		
		and total installation and integration must be done by the		
		bidder.		
11	Connectivity/Compatibility	Two (2) Nos. LTO-7 Tape Drives must be configured,		
		connected and installed with the supplied Workstations		
		(as mentioned in the technical specification of NIT).		
		One (1) no. of LTO-7 tape drive will be installed with the		
		existing High Performance Computing Centre (HPCC)		
		and needs to be mounted on IBM rack (Model: 7014-T00		
		or Machine type 9308, Model 4EX).		
12	Miscellaneous	The bidder has to provide all the accessories, trays,		
		peripheral hardware etc. among others that may not be		
		explicitly mentioned under the specification for successful		
		installation and usage of the Tape Drives offered.		
13	Make/Model	To be quoted by bidder		

1.4 TAPE DRIVES: Rack-mountable 3592 (E07) Tape Drive (4 Nos.)

3592 c	eartridge Tape Drive (4 Nos.)		
Sl.no	Parameter	Specifications	
1	System	Rack mounted. Drives needs to be installed in the existing	
		rack by the bidder as mentioned in SECTION-A .	
2	Drive	3592 cartridge compatible Tape Drive (latest version)	
3	Cartridge Capacity	4 TB (using JC/JY media), 1.6 TB (using JB/JX media), or	
	(Native)	500 GB (using JK media)	
4	Interface	Dual Port 8 Gbps FC	
5	Native Data Transfer Rate	Minimum 250 MB/sec	
6	Burst Data Rate	Minimum 800 MB/sec	
7	Media	Short and long lengths, Re-writable and WORM formats.	
8	OS Support	Windows 8.1 (64 bit) & Red Hat Enterprise Linux 6.4	
9	Driver Compatibility	All necessary drivers compatible with above OS must be	
		provided and installed so that the drives are in ready to use	
		state. These drivers must be installed by the bidder and total	
		installation and integration must be done by the bidder.	
10	Connectivity/Compatibility	Two (2) nos. 3592 Tape Drives must be installed on the	
		supplied Workstations (as mentioned in the technical	
		specification of NIT).	
		Two (2) nos. of 3592 tape drive will be installed with the	
		existing High Performance Computing Centre (HPCC) and	

		needs to be mounted on IBM rack (Model: 7014-T00).			
11	Miscellaneous	The bidder has to provide all the accessories, trays, peripheral			
		hardware etc. among others that may not be explicitly			
		mentioned under the specification for successful installation			
		and usage of the Tape Drives offered.			
12	Make/Model	To be quoted by bidder			

1.5 CONSU MABLES:

Sl. No.	Type	Capacity	Numbers	Remarks
1	LTO 7 (R/W)	6 TB	10	
2	LTO 6 (WORM)	2.5 Tb	20	All tape medias
3	LTO 5 (R/W)	1.5 Tb	10	should be
4	3592 JB	1.6 Tb (E07); 1 Tb (E06); 700 Gb (E05)	20	should be supplied with Bar code label.
5	3592 JK	500 Gb	20	

2.0 <u>Delivery, Installation, Commissioning and Acceptance Protocol:</u>

- 2.1 Items need to be delivered/ shipped fifteen (15) weeks from issue of firm order/letter of credit. No preference/benefit shall be given for shorter delivery.
- 2.2 Supplied hardware should be installed and commissioned by the successful bidder at Oil India Ltd's specified location in Duliajan, Assam only. Any service tax/income tax/Personal tax etc. arising out of the above will be borne by the bidder. Tax deduction at Source shall be done by OIL as per India Income Tax Act.
- 2.3 The bidder shall make arrangements for all requirements for carrying out successful installation & commissioning. This will include, lifting of equipment, compatibility of the entire system, placement of hardware and any other requirement necessary for successful installation & commissioning of the hardware (i.e. supply of all required cables, connectors, fixtures, fittings and accessories to make the system fully operational).
- 2.4 The successful bidder can start preliminary work pertaining to Installation and Commissioning at Duliajan after receipt of the firm order.
- 2.5 The total period of completion of installation and commissioning should not exceed five (5) weeks (Saturdays & Sundays are excluded) from the date of intimation from OIL after receipt of the all hardware items. This includes arrival of the commissioning engineers at the designated site and completion of commissioning.

Default in delivery/Liquidated Damages:

- i) Time will be of the essence of the contract.
- ii) In the event of the Seller's default in maintaining the agreed delivery schedule set out in the order, OIL shall have the right to cancel the order at any time after expiry of scheduled delivery date without any reference to the Seller and make alternative arrangement at the option of OIL in which case extra expenditure involved, shall be recoverable from the Seller and OIL shall not be responsible towards such cancellation or any damage that may be incurred by the Seller. The decision of OIL shall be final and binding on the Seller.
- iii) As an alternative to Clause No. (ii) above, OIL reserve the right to accept the materials but, the Seller shall be liable to pay liquidated damages @ 0.5% per week or part thereof of the value of the goods in respect of which default in delivery takes place subject to a maximum of 7.5%. Should there be default on the part of the Seller for more than 15 Weeks from the scheduled date to complete the delivery or to complete the Installation / commissioning & Training (wherever applicable) successfully, OIL shall have the right, in addition to the provisions under Clause (ii) to invoke the Performance Security without causing any notice to the Seller to this effect.
 - The amount of liquidated damage as stipulated above is a pre-estimated genuine loss as agreed by both the parties and shall be payable without any demur and shall not be open for any dispute whatsoever.
- iv) The liquidated damage as agreed by both the parties as a genuine preestimated loss shall be payable on Landed Cost of the materials at Duliajan inclusive of all cost to the extent of default (undelivered portion only in cases where part delivery is acceptable) and commissioning at site is not involved
- 2.6 The following points are to be verified at the consignee's premises jointly by the representative of the bidder and OIL's representative(s).
 - a. Quantity and physical condition of each of the items supplied.
 - b. Manuals & catalogues.
 - c. Software media and manuals.
 - d. Necessary tests/warranty/guarantee certificates.
 - e. Any other details as per complete system specifications.
- 2.7 The bidder needs to ensure the availability & installation of Operating System (OS) and other ancillary software required for installation of existing Archival & Transcription Software package on the supplied hardware platform. The details are mentioned in **SECTION-A**.
- 2.8 The supplied tape drives need to be connected with the existing workstations (as mentioned in **SECTION-A**) through FC interface.
- 2.9 All the necessary expenses and other arrangements (to and fro fares, boarding, lodging expenses of the installation and commissioning etc.) of supplier's personnel will be borne by bidder. However, OIL may provide accommodation in Guest House at Duliajan on chargeable basis, subject to availability.

- 2.10 For installation and commissioning of supplied hardware, OIL will liaise only with a single point of contact of the bidder. The bidder has to mention the contact address, phone number of the contact person who will be responsible for installation and commissioning of all the items.
- 2.11 Comprehensive Acceptance tests as per the acceptance protocol are to be carried out during the commissioning of each item of the system including all accessories & peripherals by the representative(s) of the supplier in fully working condition after duly interfacing all the supplied items in the presence of OIL's representatives. An installation and commissioning certificate duly signed by the authorized representatives of the OIL and authorized representative of the supplier shall be issued certifying that the fully integrated system is functioning satisfactorily as per the Supply order.

2.12 ACCEPTANCE PROTOCOL:

- a. The Hardware elements/components being procured against this tender are meant for smooth and efficient running of Archival Centre, Duliajan, Assam.
- b. The bidder shall ensure the proper porting, testing and fine tuning of the system for providing optimum throughput & performance.

Following broad guidelines have to be followed for conducting the acceptance tests:

- i) Power On Test:
 All the equipments will be powered on and tested for the specifications and feature functionality of the individual items.
- ii) Integration test:
- Device Drives functionality demonstration testing
- Demonstration of proper integration of supplied hardware items with the existing hardware, software and other peripherals as detailed in NIT of Archival Centre.
- Documentation of test/demonstration results along with Manuals for all Systems/peripherals/equipments.
- 2.13 After successful installation of the Hardwares, the commissioning of the same will be deemed to be complete only after successful completion of the acceptance protocol.

3.0 WARRANTY SERVICE TERMS:

- 3.1 Warranty period will start after successful commissioning of the supplied hardware and duly certified by OIL. The commissioning of the supplied hardware will be deemed to be complete when hardware set-up is ready to use as per the features and specifications stipulated in NIT specifications and certified by OIL.
- 3.2 The product should carry one (1) year warranty against any manufacturing defects or malfunctions from the date of installation & commissioning.

- 3.3 During the warranty period, successful supplier shall provide on-site service for preventive & corrective maintenance of all hardware supplied including replacement of defective parts without any extra cost to OIL.
- 3.4 The defective parts under warranty 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 under warranty within stipulated period will attract penalty, as mentioned below:
- 3.5 In case bidder fails to repair or replace a defective part(s) under warranty services clause, within 72 hours from the time of reporting the breakdown, a penalty@0.5% per week or part thereof will be levied on total order value. If for any reason, the bidder fails to provide services within seven successive days from the date of reporting, the period of warranty shall stand extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty as above.
- 3.6 In case, any item is covered by warranty of more than one (1) year by OEM, supplier must pass on the benefit, arising out of the same to OIL. However, the responsibility of maintenance will be with the supplier.
- 3.7 No cannibalisation of any system or part of the system will be permitted for carrying out maintenance services during warranty.
- 3.8 All the related expenses and other arrangements for travel, accommodation of supplier's engineer, and transportation of equipments, peripherals including third party items during warranty period will be borne by the supplier.
- 3.9 For warranty services, OIL will liaise only with a single point of contract with bidder. Bidder shall mention the contact person address, phone number of the contact person who will be responsible for warranty support.

4.0 Annual Maintenance Contract (AMC):

- 4.1 A separate contract for AMC shall be awarded by OIL nearer the time of expiry of one year warranty period.
- 4.2 The bidder has to quote for four (4) years of comprehensive AMC for all items supplied against this tender after expiry of one year warranty period. AMC charges will be paid half yearly after successful completion of the AMC services for that period .Any penalty amount on the bidder will be adjusted from that AMC charge on pro-rata basis.
- 4.3 The charges quoted against AMC for four (4) years will be considered for commercial evaluation.
- 4.4 OIL reserves the right to enter for AMC agreement with the successful bidder after the expiry of one (01) year warranty period. After sales & services by the bidder during the initial warranty period of one (01) year will be a guiding factor for consideration for further maintenance agreement.
- 4.5 The supplier at his own cost shall arrange the clearance of the spare parts, equipment etc. from customs and port authorities in India and shall pay all requisite duties including customs duty, demurrages, if any, clearance fee/charges, inland transport charges etc.

- 4.6 The engineers/technicians for AMC and support services should be available on-call basis.
- 4.7 However, bidder's representative (s) must visit Duliajan/Operational site twice in the year for routine maintenance, repairing and services.
- 4.8 All the necessary expenses and other arrangements for travel, accommodation of supplier's engineer, and transportation of equipments, peripherals including third party items during AMC period will be borne by the bidder.
- 4.9 The defective parts during the 04 (four) years support services should be first repaired/replaced and only then the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under services within the stipulated period will attract penalty as per clause no. 4.11.
- 4.10 In case the contractor fails to repair, replace or service of supplied item by them during the AMC period, within 120 hours from the time of reporting the breakdown, a penalty of 0.5% of yearly AMC charges for each day of delay will be levied subject to a maximum amount of 7.5 % of AMC charges within a calendar year. If for any reason, the bidder fails to repair the equipment within eleven successive days from the date of reporting, the period of AMC will be extended by the said period at no extra cost in addition to the above penalty.
- 4.11 In case of any breakdown during AMC period, the supplier shall arrange to replace/repair the defective part at his own cost at user's site.
- 4.12 Bidder shall provide following minimum services during support services period including the initial one year warranty period:
 - a) Installation/ re-installation and maintenance of Operating System & any other application provided along with the hardware.
 - b) Backup, formatting and restoration of systems, as and when required, ensuring no loss of data during the process.
 - c) Restore workstations in case of malfunction due to Virus, including reinstallation of Anti-Virus software.
 - d) Replace defective parts of computer, excluding the consumables.
- 4.13 During the period of AMC, if new release of application software is launched and which may requires upgradation Operating system & other necessary drivers or patches in the workstation, the Supplier shall upgrade them with OIL's consultation.
- 4.14 For AMC services, OIL will liaise only with a single point of contact of the Supplier. The bidder has to mention the contact address, phone number of the contact person who will be responsible for AMC support.
- 4.15 OIL may extend the AMC for a period of two (2) years, after successful completion of the existing AMC with prevailing rate, terms & conditions as laid out in the appropriate sections of the NIT.

5.0 SPECIAL TERMS & CONDITIONS:

5.1 The bidder should provide an undertaking of authenticity of IT hardware /software supplies, (in original), from OEM, similar to **ANNEXURE –II**, should be attached, stating that no refurbished /duplicate/second hand components /parts/assembly/software shall be used, failing which, their offer

- shall be liable for rejection.
- 5.2 Bidders must confirm in writing similar to **ANNEXURE-III**, attached herewith, stating that that goods supplied shall be new of recent make and of best quality and workmanship and shall carry one (1) year warranty from the date of successful Installation & commissioning as certified by company representative against any defect arising from faulty materials, workmanship or design.
- 5.3 The specifications given in the tender are the minimum requirement. Bidders are required to respond to tender specifications point by point on the basis of which the offers would be evaluated, bids not meeting the tender specification will be considered incomplete and shall be rejected.
- 5.4 The offer of bidders not complying with delivery, installation & commissioning, warranty & AMC clauses shall be rejected.
- 5.5 At the time of delivery, in case the quoted model becomes obsolete, then bidder shall supply the latest model having the same configuration or higher within the quoted price and under same terms & conditions after obtaining approval from competent authority at OIL.
- 5.6 Printed Technical Brochure/Product Catalogue for the make/model of all hardware items offered (viz. workstations, monitors, tape drives) must be attached with the Bid.

6.0 Payment:

- 6.1 Payment shall be released as follows:
 - a. 80 % of the hardware value shall be released on supply of hardware against proof of despatch/shipment of the goods.
 - b. Remaining 20 % of hardware value and 100% of installation & commissioning charges shall be paid after successful installation and commissioning.
- 6.2 Oil India Purchase Order No. must be engraved on the body of the item. Bidder must confirm the same categorically in their quotation.

7.0 **Price schedule:**

i) HARDWARE ITEMS & CONSUMABLES:

- a. High End workstation-Two (02 Nos.)
- b. LTO-5 Ultrium Tape Drives (2 Nos.)
- c. LTO-7 Ultrium Tape Drives (3 Nos.)
- d. 3592 (E07) Tape Drive (4 Nos.)
- e. Consumables:

Total Cost of the Hardware Items and Consumables:

ii) INSTALLATION AND COMMISSIONING:

Installation and commissioning Charges of the Hardware items and related software/operating system(s):

Total Cost of Installation and commissioning:

iii) ANNUAL MAINTENANCE CHARGES

Per year Annual Maintenance Charges:

Total Cost of the Annual Maintenance Charges for four (4) years:

Note: a) All Items should be quoted in the table provided separately with appropriate remarks.

b) The price quoted against Installation and commissioning and AMC for four (4) years will also be considered for commercial evaluation.

SECTION-A

Details of existing Tape Drives & Archival Software Package

Storage Device: 2 TB Transtec (NAS)

Archival Software Package:

- 1. DIPLOMAT Copy
- 2. DIPLOMAT Demux
- 3. DIPLOMAT Utilities

Rack for 3592 & LTO-7 drives: IBM RACK (TYPE 7014-T00) & Machine type 9308, Model 4EX.

<u>Workstation:</u> HP Workstation PC (HP-XW6000): one (1) no. (OS: Windows XP) & IBM Workstation PC (IBM System X3200MZ): one (1) no. (OS: Windows 2003 Server).

ANNEXURE-I

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

Ref. No	Date
The DGM (Materials) Oil India Limited, Duliajan-786 602	
Sir,	
Sub: Authorization Certificate Ref: Your tender enquiry No Dated	
This is to confirm that M/s is an authorized dealer/distribuselling agent/supply house of M/s (OEM) for its product	ator/ sole
We hereby authorize M/s to quote and provide onsite warranty and An Maintenance support, including replacement of spares, for the above tender, on our	
This certificate is valid up to completion of the contract including AMC period,	if any.
We shall extend our standard Manufacturing warranty & technic the goods supplied by M/s, if contract is awarded.	cal support for
Yours faithfully, For (type name of the firm here)	
Signature of Authorized Signatory Name: Designation: Phone No. Place: Date: (Affix Seal of the Organization here)	

ANNEXURE-II

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

Ref. No	Date
The DGM (Materials) Oil India Limited, Duliajan-786 602	
Sir,	
Sub: Undertaking of authentic	ity of IT Hardware/Software supply
Ref: Your tender enquiry No	Dated
above, we hereby undertake hardware under the above lik new components/ parts/ asse	that all the components/ parts/ assembly/ software used in the e Hard disk, Monitors, Memory, tape drives etc., shall be original, embly only, from respective OEMs of the products and that no hand components/ parts/ assembly/ software, are being used or shall
We also undertake that in reauthorized sources.	spect of licensed operating systems, it shall be sourced from the
installation, for the IT Hardy	e unable to comply with above at the time of delivery or during ware/ Software billed, we agree to take back the hardware items blied and return the money, if any, paid to us by you in this regard.
We also take full responsibility defect by our authorized Service	y of both Parts & Service SLA as per the content, even if there is any ce Centre/ Reseller/SI, etc.
Yours faithfully, For (type name of the firm her	e)
Signature of authorized Signat Name: Designation: Phone No.: Place: Date: (Affix Seal of the Organization	

ANNEXURE-III

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

Ref. No	Date
The DGM (Materials) Oil India Limited, Duliajan-786 602	
Sir,	
Sub: Undertaking of authenticity of IT Hardware/Software supply	
Ref: Your tender enquiry No Dated	
We hereby undertake that all hardware items & their components quoted No shall be new of recent make and of best quality and wo one (1) year warranty from the date of successful Installation & comm duplicate/ second hand components/ parts/ assembly/ software, are being	orkmanship and shall carry dissioning. No refurbished/
Yours faithfully, For (type name of the firm here)	
Signature of authorized Signatory Name: Designation: Phone No.: Place: Date: (Affix Seel of the Organization ham)	
(Affix Seal of the Organization here)	

(A) GENERAL NOTES FOR E-TENDER:

- 1.0 The tender will be governed by "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) including Amendments & Addendum to "General Terms & Conditions" for e-Procurement.
- 2.0 Technical and Commercial Check list is furnished vide Annexure B. Please ensure that the check list is properly filled up and uploaded along with Technical bid.
- 3.0 Please note that all tender forms and supporting documents are to be submitted through OIL's e-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with tender no. and due date to The Head Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before the Bid Closing Date and Time mentioned in the Tender.
 - a) Original Bid Security along with duplicate copies of Bid Security.

b) Any other document which have been specified to be submitted in original.

4.0The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidder has to submit both the "TECHNO-COMMERCIAL UNPRICED BID" and "PRICED 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" shall contain all technical and commercial details except the prices which shall be kept blank. Details of prices as per Bid format / Commercial bid to be uploaded as attachment in the Attachment Tab "Notes and Attachments".

Any offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria mentioned in the tender.

- 5.0In Technical Bid opening, only Technical Rfx will be opened. Therefore, the bidder should ensure that "TECHNO-COMMERCIAL UNPRICED BID should contain details as mentioned in the technical specifications as well as BEC/ BRC and upload the same in the Technical RFx Response-> User > Technical Bid. No price should be given in above Technical Rfx otherwise the offer will be rejected. Please go through the help document in details before uploading the document and ensure uploading of technical bid in the Technical RFx Response-> User > Technical Bid only. The "PRICE BID" must contain the price schedule and the bidder's commercial terms and conditions. Details of prices as per Bid format / Commercial bid can be uploaded as Attachment under the attachment option under "Notes & Attachments"
- 6.0 PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.
- 7.0 All the Bids must be Digitally Signed using "Class 3" digital certificate (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection.
- 8.0 Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.
- 9.0 The Integrity Pact is applicable against this tender .OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Annexure XII of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.If any bidder refuses to sign Integrity Pact or declines to submit Integrity Pact with the offer, their bid shall be rejected straightway.

OIL's Independent External Monitor at present is as under:

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

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SHRI SATYANANDA MISHRA, IAS (RETD.)
Former Chief Information Commissioner of India &
Ex-Secretary, DOPT, Govt. Of India

e-Mail ID: satyanandamishra@hotmail.com

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(B) General Notes to Bidders:

- 1.0 Bidders to take special note of the following conditions:
- 1.1 Against Tender Fee Payment should be made only through online mode and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.
- 1.2 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.

(C) Special Notes:

- The items covered by this enquiry shall be used by Oil India Limited in the PEL/ML areas which are issued/renewed after 01/04/99 and hence Nil Customs Duty on import will be applicable. Indigenous bidder shall be eligible for Deemed Export Benefit against this purchase. Details of Deemed Export are furnished vide Addendum to MM/GLOBAL/E-01/2005 attached. However, Indian bidders will not be issued Recommendatory Letter.
- In the event of an order on indigenous bidder under deemed export scheme, OIL will issue Project
 Authority Certificate (PAC) and arrange for DGH Certificate as may be appropriate/applicable.
 Supplier shall effect dispatch only on receipt of these certificates from OIL, failing which all related
 liabilities shall be to Supplier's account.
- 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 OIL, failing which the offer will be summarily rejected.
- 4. 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 Global Tender (MM/GLOBAL/E-01/2005). Bidders are requested to take note of the same and to submit their offers accordingly.

5. Other terms and conditions of the tender shall be as per "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). However, if any of the Clauses of the Bid Rejection Criteria (BRC) / Bid Evaluation Criteria (BEC) mentioned here contradict the Clauses in the "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders) of the tender and/or elsewhere, those mentioned in this BEC / BRC shall prevail.

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

GENERAL CONFORMITY

The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.

I. BID REJECTION CRITERIA -TECHNICAL

- (A) <u>TECHNICAL</u>:
- 1.0 <u>BIDDER'S ELIGIBILITY</u>:
- 1.1 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).

OR

- 1.2 **The bidder should be an** authorised sole selling agent / dealer / distributor/supply house of an Original Equipment Manufacturer of the tendered item(s) having valid authorization letter/dealership certificate with warranty/guarantee back up from the principal (OEM). Copy of authorization letter/ dealership certificate with warranty/guarantee back up from the principal (OEM), similar to Annexure-I, shall be submitted along with the technical bid.
- 2.0 Experience Criteria
- i) In case the bidder is an Original Equipment Manufacturer(OEM) of the tendered item(s):
- (a) The bidder should have experience of successfully executing at least one order/contract valuing minimum INR 29,95,000.00 OR USD 43,406.00 for Hardware i.e. Workstation and Tape Drives of same or higher configuration as specified in the tender, during last five(5) years preceding the original bid closing date of the tender, either by themselves or through their sole selling agent/dealer/distributor/supply house.

- ii) In case the bidder is an authorized sole selling agent /dealer /distributor /supply house,
- (a) The bidder should have experience of successfully executing at least one order/contract valuing minimum INR. 29, 95,000.00 OR USD 43,406.00 for Hardware i.e. Workstation and Tape Drives of same or higher configuration as specified in the tender, during last five(5) years preceding the original bid closing date of the tender, by themselves.
- iii) The bidder shall submit documents in support of their previous supply experience, as applicable under clause Nos. 2(i) (a) & 2(ii)(a)mentioned above as follows:
- (a) Copy(ies) of Purchase Order(s)/Contract document(s), (not necessarily awarded during last five years preceding the bid closing date, but must be executed during last five years preceding to the original bid closing date of the tender)
- (b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s) -
- Completion report/performance certificate from the clients,
- Bill of lading,
- Delivery challan/Invoice etc.
- Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s)/contract(s) cited above.
- 3.0 Bidders must quote their best delivery schedule and commissioning period, not exceeding 15 weeks and 5 weeks respectively as mentioned in the tender, failing which the bid shall be rejected being non-responsive.

4.0 Financial Criteria:

- 1 **Annual Turnover**: The bidder shall have an annual financial turnover of minimum **US\$** 43,406.00 or INR. 29,95,000.00 during any of the preceding 03 (three) financial years reckoned from the original bid closing date of the tender.
- 2 "Net Worth" of the bidder should be positive for the financial/accounting year just Preceding the bid Closing Date.
- Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year....... (As the case may be) has actually not been audited so far'.

Note:

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

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

OR

- ii) Audited Balance Sheet along with 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.
- 4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.

B) COMMERCIAL

Commercial Bid Rejection Criteria will be as per Section D of General Terms & Conditions of Global Tender (MM/GLOBAL/E-01/2005) with following Special Bid Rejection Criteria.

- 1.0 Bids are invited under **Single Stage Two Bid System**. Bidders shall quote accordingly under Single Stage Two Bid System. **Please note that no price details should be furnished in the Technical (i.e. Unpriced) bid**. The "Unpriced Bid" shall contain all techno-commercial details except the prices, which shall be kept blank. Only the "Price Bid" must contain the price schedule and the bidder's commercial terms and conditions.
 - Bidder not complying with above submission procedure will be rejected.
- 2.0 Bid security of INR 1,20,000.00 or US\$ 1,739.00 shall be furnished as a part of the TECHNICAL BID. Any bid not accompanied by a proper bid security in ORIGINAL will 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 validity Bid Security is shorter than the validity indicated in Tender and/or if the Bid Security amount is lesser than the amount indicated in the Tender.
- 2.1 For exemption from submission of Bid Security please refer Clause No. 9.8 (Section A) of "General Terms & Conditions" for e-Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders).
- 2.2 Bank Guarantee towards Bid Security shall remain valid till 08.10.2017.
- 3.0 Validity of the bid shall be minimum 120 days from the date of Bid Closing Date. Bids with lesser validity will be straightway rejected.

- 4.0 Offers should be submitted with Integrity Pact duly signed by the authorized signatory of the bidder. If any bidder refuses to sign Integrity Pact or declined to submit Integrity Pact with the offer, their bid shall be rejected straightway.
- 5.0 Bidders are not required to quote any rates/cost details in their Technical bids. However, rates/costs against each tendered items and summery thereof as under must be submitted in their price bids only, failing which the offer will be rejected.

6.0 Price Bid format for Hardware items:

Sl. No.	Item Description	Quantity Nos.	Quotation in INR (Figures and words)	Sub Total in INR(Figure and words)	Remarks
1.	High End workstation (Hardware and Software/Operating System)	02			
2.	LTO-5 Ultrium Tape Drives	02			
3.	LTO-7 Ultrium Tape Drives	03			
4.	3592 (E07) Tape Drive	04			
5.	Consumables				
	LTO 7 (R/W) (6 TB)	10			
	LTO 6 (WORM) (2.5 TB)	20			
	LTO 5 (R/W) (1.5TB)	10			
	3592 JB	20			
	3592 JK (500GB)	20			
Total co	st of Hardware items &	Consumal	oles (A) :		

(i) Price Bid Format (SUMMARY) for Foreign Bidders:

- (A) Total Material Value (A):
- (B) Packing & FOB Charges:
- (C) Total FOB Port of Shipment value, (A + B) above:
- (D) Overseas Freight Charges upto Kolkata, India:
- (E) Insurance Charges:
- (F) Total CIF Kolkata value, (C + D + E):
- (G) Installation/Commissioning Charges including Service Tax (if any):
- (H) Total Value, (F + G):
- (I) AMC Charges for 04(four) years including Service Tax after warranty:
- (J) Grand Value including above (H+I):
- (K) Grand Value in words:
- (L) Gross Weight:
- (M) Gross Volume:

- (ii) Price Bid Format (SUMMARY) for Indigenous Bidders:
- (A) Total Material Value (A):
- (B) Packing and Forwarding Charges:
- (C) Total Ex-works value, (A + B) above:
- (D) Sales Tax, (Please indicate applicable rate of Tax)
- (E) Total FOR Despatching Station price, (C + D) above
- (F) Road Transportation charges to Duliajan
- (G) Insurance Charges
- (H) Assam Entry Tax
- (I) Total FOR Duliajan value, (E + F + G + H) above
- (J) Installation/Commissioning Charges including Service Tax (if any):
- (K) Total value, (I+J) above:
- (L) AMC Charges for 04(four) years including Service Tax after warranty:
- (M) Grand Value including (K+L)above:
- (N) Grand Value in words:
- (O) Gross Weight:
- (P) Gross Volume:

Note: 1) The items covered under this enquiry shall be used by OIL in the PEL/ML areas issued/renewed after 01/04/99 and hence, applicable Customs Duty for import of goods shall be ZERO. Indigenous bidders must quote Deemed Export prices. Excise Duty under Deemed Export is exempted.

- 7.0 The prices offered must remain 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.
- 8.0 Bidders must be uploaded online on OIL's e-portal only within the scheduled date & time. Bids received in physical form within or after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- 9.0 Bids containing incorrect statement will be rejected.
- 10.0 Bidder shall 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) Warranty/Guarantee of material
 - iii) Arbitration / Resolution of Dispute
 - iv) Force Majeure
 - v) Applicable Laws

(II) BID EVALUATION CRITERIA (BEC):

Bids conforming to the specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

(A) COMMERCIAL

- 1) The evaluation of bids will be done as per the Commercial Bid Format(summary) detailed vide para (6) of BRC (Commercial).
- 2) If there is any discrepancy between the unit price and total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- 3) For conversion of foreign currency into Indian currency, B.C. selling (Market) rate declared by State Bank of India, one day prior to the date of price bid opening shall be considered. However, if the time lag between the opening of the bids and final decision exceed 3(three) months, then B.C. Selling(Market) rate of exchange declared by SBI on the date prior to the date of final decision shall be adopted for conversion and evaluation.
- 4) To ascertain the inter-se-ranking, the comparison of the responsive bids will be made as under, subject to corrections/adjustments given herein.

4.1) When only foreign bidders are involved:

Comparison of bids will be done on the basis of "Grand Total Value" which is estimated as under:

- (A) Total Material Value (A):
- (B) Packing & FOB Charges:
- (C) Total FOB Port of Shipment value, (A + B) above:
- (D) Overseas Freight Charges upto Kolkata, India:
- (E) Insurance Charges:
- (F) Total CIF Kolkata value, (C + D + E):
- (G) Installation/Commissioning Charges including Service Tax (if any):
- (H) Total Value, (F + G):
- (I) AMC Charges for 04(four) years including Service Tax after warranty:
- (J) Grand Value including above (H+I):
- (K) Grand Value in words:
- (L) Gross Weight:
 - (A) Gross Volume

NOTE: Banking charges in the country of the foreign bidder shall be borne by the bidder.

4.2) When only domestic bidders are involved or when more than one domestic bidders are in contention in case of mixed response:

Comparison of bids will be done on the basis of "Grand Total Value" which is estimated as under:

- (A) Total Material Value (A):
- (B) Packing and Forwarding Charges:
- (C) Total Ex-works value, (A + B) above:
- (D) Sales Tax, (Please indicate applicable rate of Tax)
- (E) Total FOR Despatching Station price, (C + D) above

- (F) Road Transportation charges to Duliajan
- (G) Insurance Charges
- (H) Assam Entry Tax
- (I) Total FOR Duliajan value, (E + F + G + H) above
- (J) Installation/Commissioning Charges including Service Tax (if any):
- (K) Total value, (I+J) above:
- (L) AMC Charges for 04(four) years including Service Tax after warranty:
- (M) Grand Value including (K+L)above:
- (N) Grand Value in words:
- (O) Gross Weight:
- (P) Gross Volume:

NOTE: Excise Duty in case of the indigenous bidder is EXEMPTED

4.3) When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder (inclusive of customs duty on imported raw material and components etc, and applicable terminal excise duty on the finished products and Sales Tax) excluding inland transportation to destination, Assam Entry Tax and Insurance charges worked out as per Para 4.2 above and Grand Total Value of the foreign bidder worked out as per Para 4.1 will be compared. No price preference will be allowed to indigenous bidders except that for capital goods, the domestic manufacturers would be accorded a price preference to offset CST to the extent of 4 % or actuals, which ever is less subject to 30 % local content norms as stipulated for World Bank Funded project to the satisfaction of OIL. When more than one domestic bidders fall within price preference range, inter-se-ranking will be done on Grand Total Value basis. Note: If the Government of India revises these evaluation criteria the same as applicable on the bid closing date will be adopted for evaluation of the offers.

5) Other terms and conditions of the enquiry shall be as per General Terms and Conditions for Global Tender. However, if any of the Clauses of the Bid Rejection Criteria/Bid Evaluation Criteria (BEC/BRC) mentioned here contradict the clauses in the General Terms & Conditions of Global Tender of the tender and/or elsewhere, those mentioned in this BEC/BRC shall prevail.

CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

A. COMMERCIAL

<u>S1#</u>	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes / No
2.0	Whether quoted as manufacturer?	Yes / No
2.1	Whether quoted as OEM Dealer / Supply House. To Specify-	Yes / No
2.2	If quoted as OEM Dealer / Supply House	Yes / No
	(a) Whether submitted valid and proper authorization letter from manufacturer confirming that bidder is their authorized Dealer / supply House for the product offered?	
	(b) Whether manufacturer's back-up Warranty/Guarantee certificate submitted?	
3.0	Whether ORIGINAL Bid Bond (not copy of Bid Bond) as per Revised Format(Annexure VII Revised) Sent separately? If YES, provide details	Yes / No
	(a) Amount:	
	(b) Name of issuing Bank:	
	(c) Validity of Bid Bond :	
4.0	Whether offered firm prices ?	Yes / No
4.1	Whether quoted offer validity of 120 days from the bid closing date of tender?	Yes / No
4.2	Whether quoted a firm delivery period?	Yes / No
4.3	Whether agreed to the NIT Warranty clause?	Yes / No
4.4	Whether confirmed acceptance of tender Payment Terms of 80% against shipment/dispatch documents and balance 20% after successful commissioning/testing along with commissioning/testing charges?	Yes / No
5.0	Whether confirmed to submit PBG as asked for in NIT?	Yes / No
5.1	Whether agreed to submit PBG within 30 days of placement of order?	Yes / No
6.0	Whether Price submitted as per Price Schedule (refer Para 12.0 of BRC vide Annexure – II)?	Yes / No
6.1	Whether cost of Recommended Spares for 2 years of operations quoted?	YES/NO
7.0	Whether quoted as per NIT (without any deviations)?	Yes / No
7.0	Whether quoted any deviation?	Yes / No
7.1	Whether deviation separately highlighted?	Yes / No
8.0	Whether indicated the country of origin for the items quoted?	Yes / No
8.1	Whether technical literature / catalogue enclosed?	Yes / No
8.2	Whether weight & volume of items offered indicated?	Yes / No
9.0	For Foreign Bidders - Whether offered FOB / FCA port of despatch including sea / air worthy packing & forwarding?	Yes / No
9.1	For Foreign Bidders – Whether port of shipment indicated. To specify:	Yes / No
9.2	For Foreign Bidders only - Whether indicated ocean freight up to Kolkata port (Excluding marine insurance)?	Yes / No

9.3	Whether Indian Agent applicable ?	Yes / No
	If YES, whether following details of Indian Agent provided?	
	(a) Name & address of the agent in India – To indicate	
	(b) Amount of agency commission – To indicate	
	(c) Whether agency commission included in quoted material value?	
10.0	For Indian Bidders – Whether indicated the place from where the goods will be dispatched. To specify:	Yes / No
10.1	For Indian Bidders – Whether road transportation charges up to Duliajan quoted?	Yes / No
10.2	For Indian Bidders only - Whether offered Ex-works price including packing/forwarding charges?	Yes / No
10.3	For Indian Bidders only - Whether indicated import content in the offer?	Yes / No
10.4	For Indian Bidders only - Whether offered Deemed Export prices?	Yes / No
10.5	For Indian Bidders only – Whether all applicable Taxes & Duties have been quoted?	Yes / No
11.0	Whether all BRC/BEC clauses accepted?	Yes / No
12. 0	Whether Integrity Pact with digital signature uploaded?	Yes / No
12. 1	Whether all the clauses in the Integrity Pact have been accepted?	Yes / No
13	Whether balance sheet of last 3 financial year have been uploaded?	Yes / No

<u>Sl.</u> <u>No.</u>	Clause No. of Technical Specification / Scope of Work	<u>Description</u>	Bidders Remarks Complied/ Not Complied/ Deviation	Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance
1	1.0	HARDWARE Specification		
2	1.1	Workstation: Quantity 02(Two) Nos.		
3	1.2	TAPE DRIVES: LTO-5 Ultrium Tape Drives		
		(2 Nos.) (Tabletop)		
4	1.3	TAPE DRIVES: LTO-7 Ultrium Tape Drives (3 Nos.) (2 Nos. tabletop + 1 No. Rack Mounted)		
5	1.4	TAPE DRIVES: Rack-mountable 3592 (E07) Tape Drive (4 Nos.)		
6	1.5	CONSUMABLES (Tape media)		
7	2.0	Delivery, Installation, Commissioning and Acc	eptance Proto	col
8	2.1	Items need to be delivered/ shipped fifteen (15) weeks from issue of firm order/letter of credit. No preference/benefit shall be given for shorter delivery.		
9	2.2	Supplied hardware should be installed and commissioned by the successful bidder at Oil India Ltd's specified location in Duliajan, Assam only. Any service tax/income tax/Personal tax etc. arising out of the above will be borne by the bidder. Tax deduction at Source shall be done by OIL as per India Income Tax Act.		
10	2.3	The bidder shall make arrangements for all requirements for carrying out successful installation & commissioning. This will include, lifting of equipment, compatibility of the entire system, placement of hardware and any other requirement necessary for successful installation & commissioning of the hardware (i.e. supply of all required cables, connectors, fixtures, fittings and accessories to make the system fully operational).		
11	2.4	The successful bidder can start preliminary work pertaining to Installation and Commissioning at Duliajan after receipt of the firm order.		
12	2.5	The total period of completion of installation and commissioning should not exceed five (5) weeks (Saturdays & Sundays are excluded) from the date of intimation from OIL after receipt of the all hardware items. This includes arrival of the commissioning engineers at the designated site and completion of commissioning.		

		Default in delivery/Liquidated Damages:		
		i) Time will be of the essence of the		
		contract.		
		ii) In the event of the Seller's default in		
		maintaining the agreed delivery schedule set		
		out in the order, OIL shall have the right to		
		cancel the order at any time after expiry of		
		scheduled delivery date without any reference		
		to the Seller and make alternative arrangement		
		at the option of OIL in which case extra		
		expenditure involved, shall be recoverable		
		from the Seller and OIL shall not be		
		responsible towards such cancellation or any		
		damage that may be incurred by the Seller.		
		The decision of OIL shall be final and binding		
		on the Seller.		
		iii) As an alternative to Clause No. (ii)		
		above, OIL reserve the right to accept the		
		materials but, the Seller shall be liable to pay		
		liquidated damages @ 0.5% per week or part		
		thereof of the value of the goods in respect of		
		which default in delivery takes place subject		
		to a maximum of 7.5%. Should there be		
		default on the part of the Seller for more than		
		15 Weeks from the scheduled date to		
		complete the delivery or to complete the		
		Installation / commissioning & Training		
		(wherever applicable) successfully, OIL shall		
		have the right, in addition to the provisions		
		under Clause (ii) to invoke the Performance		
		Security without causing any notice to the		
		Seller to this effect.		
		The amount of liquidated damage as		
		stipulated above is a pre-estimated genuine		
		loss as agreed by both the parties and shall be		
		payable without any demur and shall not be		
		open for any dispute whatsoever.		
		iv) The liquidated damage as agreed by		
1		both the parties as a genuine pre-estimated		
		loss shall be payable on Landed Cost of the		
		materials at Duliajan inclusive of all cost to		
		the extent of default (undelivered portion only		
		in cases where part delivery is acceptable) and		
		commissioning at site is not involved		
13	2.6	The following points are to be verified at the		
		consignee's premises jointly by the		
		representative of the bidder and OIL's		
		representative(s).		
		a. Quantity and physical condition of		
		each of the items supplied.		
		b. Manuals & catalogues.		
		c. Software media and manuals.		
		d. Necessary tests/warranty/guarantee		
		certificates.	<u> </u>	

		e. Any other details as per complete	
		system specifications	
14	2.7	The bidder needs to ensure the availability & installation of Operating System (OS) and other ancillary software required for installation of existing Archival & Transcription Software package on the supplied hardware platform. The details are mentioned in SECTION-A	
15	2.8	The supplied tape drives need to be connected with the existing workstations (as mentioned in SECTION-A) through FC interface	
16	2.9	All the necessary expenses and other arrangements (to and fro fares, boarding, lodging expenses of the installation and commissioning etc.) of supplier's personnel will be borne by bidder. However, OIL may provide accommodation in Guest House at Duliajan on chargeable basis, subject to availability.	
17	2.10	For installation and commissioning of supplied hardware, OIL will liaise only with a single point of contact of the bidder. The bidder has to mention the contact address, phone number of the contact person who will be responsible for installation and commissioning of all the items	
18	2.11	Comprehensive Acceptance tests as per the acceptance protocol are to be carried out during the commissioning of each item of the system including all accessories & peripherals by the representative(s) of the supplier in fully working condition after duly interfacing all the supplied items in the presence of OIL's representatives. An installation and commissioning certificate duly signed by the authorized representatives of the OIL and authorized representative of the supplier shall be issued certifying that the fully integrated system is functioning satisfactorily as per the Supply order.	
19	2.12	a. The Hardware elements/components being procured against this tender are meant for smooth and efficient running of Archival Centre, Duliajan. b. The bidder will have to fully ensure the proper porting, testing and fine tuning the system for providing the optimum throughput & performance. Following broad guidelines have to be followed for conducting the accepting tests:	

		'.' D O T /	
		i) Power On Test:	
		All the received equipment will be powered	
		on and tested for the specifications and feature	
		functionality of the individual items.	
		ii) Integration test:	
		• Device Drives functionality	
		demonstration testing	
		• Demonstration of proper integration	
		of supplied hardware items with the existing	
		hardware, software and other peripherals as	
		detailed in NIT of Archival Centre.	
		• Documentation of test/demonstration	
		results along with Manuals for all	
		Systems/peripherals/equipment.	
		After successful installation of the Hardware,	
		the commissioning of the same will be	
		deemed to be complete only after successful	
		completion of the acceptance protocol	
20	2.13	After successful installation of the Hardwares,	
		the commissioning of the same will be	
		deemed to be complete only after successful	
		completion of the acceptance protocol	
21	3.0	WARRANTY SERVICE TERMS	
22	3.1	Warranty period will start after successful	
		commissioning of the supplied hardware	
		certified by OIL. The commissioning of the	
		supplied hardware will be deemed to be	
		complete when hardware set-up is ready to	
		use as per the features and specifications	
		stipulated in NIT specifications and certified	
		by OIL	
23	3.2	The product should carry one (1) year	
23	3.2	warranty against any manufacturing defects or	
		malfunctions from the date of installation &	
		commissioning.	
24	3.3	During the warranty period, successful bidder	
~	3.3	shall provide on-site service for preventive &	
		corrective maintenance of all hardware	
		supplied including replacement of defective	
		parts without any extra cost to OIL	
25	3.4	· · · · · · · · · · · · · · · · · · ·	
23	3.4	The defective parts under warranty 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 under warranty within	
		stipulated period will attract penalty, as	
26	2.5	mentioned below (Clause 3.5)	
26	3.5	In case bidder fails to repair or replace a	
		defective part(s) under warranty services	
		clause, within 72 hours from the time of	
		reporting the breakdown, a penalty@0.5% per	
		week or part thereof will be levied on total	
		order value. If for any reason, the bidder fails	
		to provide services within seven successive	

days from the date of reporting, the period of warranty shall stand extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty as above. 27 3.6 In case, any item is covered by warranty of more than one (1) year by OEM, supplier must pass on the benefit, arising out of the same to OIL. However, the responsibility of maintenance will be with the supplier. 28 3.7 No cannibalisation of any system or part of the system will be permitted for carrying out maintenance services during warranty. 29 3.8 All the related expenses and other arrangements for travel, accommodation of supplier's engineer, and transportation of equipments, peripherals including third party items during warranty period will be borne by the supplier. 30 3.9 For warranty services, OIL will liaise only with a single point of contact with bidder. Bidder shall mention the contact person address, phone number of the contact person who will be responsible for warranty support 31 4.0 Annual Maintenance Contract (AMC) 32 4.1 A separate contract for AMC shall be awarded by OIL nearer the time of expiry of one year warranty period. 33 4.2 The bidder has to quote for four (4) years of comprehensive AMC for all items supplied against this tender after expiry of one year warranty period. AMC charges will be paid half yearly after successful completion of the AMC services for that period .Any penalty amount on the bidder will be adjusted from that AMC charge on pro-rata basis. 34 4.3 The charges quoted against AMC for four (4) years will be considered for commercial evaluation. 35 4.4 OIL reserves the right to enter for AMC				
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evaluation.			4.3	34
$133 + 44 + [OH]$ reserves the right to enter for ΔMC^{-1}			4 4	2.5
		OIL reserves the right to enter for AMC	4.4	33
agreement with the successful bidder after the				
expiry of one (01) year warranty period. After				
sales & services by the bidder during the				
initial warranty period of one (01) year will be				
a guiding factor for consideration for further				
maintenance agreement.				
The supplier at his own cost shall arrange the			4.5	36
clearance of the spare parts, equipment etc.				
from customs and port authorities in India and				
shall pay all requisite duties including				
customs duty, demurrages, if any, clearance				
fee/ charges, inland transport charges etc.				
The engineers/technicians for AMC and			1.	37
support services should be available on-call			4.6	31
basis.			4.6	31

38	4.7	However, bidder's representative (s) must visit Duliajan/Operational site twice in the year for routine maintenance, repairing and	
39	4.8	services. All the necessary expenses and other arrangements for travel, accommodation of supplier's engineer, and transportation of equipments, peripherals including third party items during AMC period will be borne by the bidder.	
40	4.9	The defective parts during the 04 (four) years support services should be first repaired/replaced and only then the defective items can be taken out of OIL's premises. Failure to repair or replace a defective part(s) under services within the stipulated period will attract penalty as per clause no. 4.10.	
41	4.10	In case the contractor fails to repair, replace or service of supplied item by them during the AMC period, within 120 hours from the time of reporting the breakdown, a penalty of 0.5% of yearly AMC charges for each day of delay will be levied subject to a maximum amount of 7.5 % of AMC charges within a calendar year. If for any reason, the bidder fails to repair the equipment within eleven successive days from the date of reporting, the period of AMC will be extended by the said period at	
42	4.11	In case of any breakdown during AMC period, the supplier shall arrange to replace/repair the defective part at his own cost at user's site.	
43	4.12	Bidder shall provide following minimum services during support services period including the initial one year warranty period: a) Installation/ re-installation and maintenance of Operating System & any other application provided along with the hardware. b) Backup, formatting and restoration of systems, as and when required, ensuring no loss of data during the process. c) Restore workstations in case of malfunction due to Virus, including reinstallation of Anti-Virus software. d) Replace defective parts of computer, excluding the consumables.	
44	4.13	During the period of AMC, if new release of application software is launched and which may requires upgradation Operating system & other necessary drivers or patches in the workstation, the Supplier shall upgrade them with OIL's consultation.	
45	4.14	For AMC services, OIL will liaise only with a	
		1	<u> </u>

JJ	0.1	a. 80 % of the hardware value shall be	
55	6.1	Payment shall be released as follows:	
54	6.0	Payment	
		items offered (i.e. workstations, monitors, tape drives) must be attached with the Bid.	
		Catalogue for the make/model of all hardware	
53	5.6	Printed Technical Brochure/Product	
		at OIL.	
		obtaining approval from competent authority	
		configuration or higher within the quoted price and under same terms & conditions after	
		supply the latest model having the same	
		model becomes obsolete, then bidder shall	
52	5.5	At the time of delivery, in case the quoted	
		warranty & AMC clauses shall be rejected.	
		delivery, installation & commissioning,	
51	5.4	The offer of bidders not complying with	
		and shall be rejected.	
		evaluated, bids not meeting the tender specification will be considered incomplete	
		on the basis of which the offers would be	
		respond to tender specifications point by point	
		minimum requirement. Bidders are required to	
50	5.3	The specifications given in the tender are the	
		design.	
		arising from faulty materials, workmanship or	
		company representative against any defect	
		warranty from the date of successful Installation & commissioning as certified by	
		workmanship and shall carry one (1) year	
		recent make and of best quality and	
		that that the goods supplied shall be new of	
		ANNEXURE-III, attached herewith, stating	
49	5.2	Bidders must confirm in writing, similar to	
		for rejection.	
		used, failing which, their offer shall be liable	
		components /parts/assembly/software shall be	
		that no refurbished /duplicate/second hand	
		ANNEXURE –II, should be attached, stating	
		supplies, (in original), from OEM, similar to	
48	3.1	The bidder should provide an undertaking of authenticity of IT hardware /software	
47 48	5.0	SPECIAL TERMS & CONDITIONS The hidder should provide on undertaking of	
17	5.0	sections of the NIT.	
		conditions as laid out in the appropriate	
		existing AMC with prevailing rate, terms &	
		(2) years, after successful completion of the	
46	4.15	OIL may extend the AMC for a period of two	
		be responsible for AMC support	
		phone number of the contact person who will	
		bidder has to mention the contact address,	

		of despatch/shipment of the goods.	
56	6.2	b. Remaining 20 % of hardware value and 100% of installation & commissioning charges shall be paid after successful installation and commissioning. Oil India Purchase Order No. must be	
	0.2	engraved on the body of the item. Bidder must confirm the same categorically in their quotation.	
57	7.0	Price schedule	
37	7.0	BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)	
		GENERAL CONFORMITY The bids shall conform generally to the specifications and terms & conditions given in the bid document. Bids shall be liable for rejection in case the materials/services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders, without which the offer will be considered as non-responsive and rejected.	
		II. BID REJECTION CRITERIA – TECHNICAL	
		(B) <u>TECHNICAL</u> :	
		1.2 <u>BIDDER'S ELIGIBILITY</u> :	
		1.3 The bidder should be an Original Equipment Manufacturer (OEM) of the tendered item (s).	
		OR	
		1.2 The bidder should be an authorised sole selling agent /	

dealer / distributor/supply house of an Original Equipment Manufacturer of the tendered item(s) having valid authorization letter/dealership certificate with warranty/guarantee back up from the principal (OEM). Copy of authorization letter/ dealership certificate with warranty/guarantee back up from the principal (OEM), similar to Annexure-I, shall be submitted along with the technical bid.	
i) In case the bidder is an Original Equipment Manufacturer(OEM) of the tendered item(s): (a) The bidder should have experience of successfully executing at least one order/contract valuing minimum INR 29,95,000.00 OR USD 43,406.00 for Hardware i.e. Workstation and Tape Drives of same or higher configuration as specified in the tender, during last five(5) years preceding the original bid closing date of the tender, either by themselves or through their sole selling agent/dealer/distributor/supply house.	
ii) In case the bidder is an authorized sole selling agent /dealer /distributor /supply house, (a) The bidder should have experience of successfully executing at least one order/contract valuing minimum INR. 29, 95,000.00 OR USD 43,406.00 for Hardware i.e. Workstation and Tape Drives of same or higher configuration as specified in the tender, during last five(5) years preceding the original bid closing date of the tender, by themselves.	

iii)The bidder shall submit documents in support of their previous supply experience, as applicable under clause Nos. 2(i) (a) & 2(ii)(a)mentioned above as follows: (a)Copy(ies) of Purchase Order(s)/Contract document(s), (not necessarily awarded during last five years preceding the bid closing date, but must be executed during last five years preceding to the original bid closing date of the tender)	
(b)Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s)	
- Completion report/performance certificate from the clients, - Bill of lading, - Delivery challan/Invoice etc Any other documentary evidence that can substantiate the successful execution of each of the Purchase Order(s)/contract(s) cited above.	
3.0 Bidders must quote their best delivery schedule and commissioning period, not exceeding 15 weeks and 5 weeks respectively as mentioned in the tender, failing which the bid shall be rejected being non-responsive.	
4.0 Financial Criteria : 1 Annual Turnover : The bidder shall have an annual financial turnover of minimum US\$ 43,406.00 or INR. 29,95,000.00 during any of the preceding 03 (three) financial years reckoned from the original bid closing date of the tender.	

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2 "Net Worth" of the bidder should be positive for the financial/accounting year just Preceding the bid Closing Date.	
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 excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'the balance sheet/Financial Statements for the financial year (As the case may be) has actually not been audited so far'.	
Note: c) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:- i) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in ANNEXURE V. OR	
ii) Audited Balance Sheet along with Profit & Loss account. In	

case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable d) 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.	
4.0 In case the Audited Balance Sheet and Profit & Loss Account submitted along with the bid are in currencies other than INR or US\$, the bidder shall have to convert the figures in equivalent INR or US\$ considering the prevailing conversion rate on the date of Balance Sheet and Profit & Loss Account. A CA certificate is to be submitted by the bidder regarding converted figures in equivalent INR or US\$.	