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Tender No. & Date	:	SDG 6006 P18/07 dated: 12.10.2017
Tender Fee	:	INR 6,000.00 OR USD 100.00
Bid Security Amount	:	INR 1,03,000.00 OR USD 1,564.00
Bidding Type	:	SINGLE STAGE TWO BID SYSTEM
Period of Sale of Bid Documents	:	From 18.11.2017 to 27.12.2017; 15:30 Hrs(IST)
Bid Closing on	:	03.01.2018 (at 11:00 Hrs. IST)
Bid Opening on (Technical Bid)	:	03.01.2018 (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 03.08.2018
Performance Guarantee	:	Applicable @ 10% of Order value
Integrity Pact	:	Applicable
List of Annexures Applicable	:	Annexure – AA : Scope of Work, Specifications General & Special notes to bidders Annexure- BB: Bid evaluation & Rejection Criteria Annexure- CC: Check List Commercial Annexure- DD: Certificate of Annual Turnover & Net Worth Annexure - EE: Scope of Work/ BEC/BRC Compliance Check list Annexure- XII: Integrity Pact Performa (enclosed as separate file)

1.0:: SCOPE OF WORK, TECHNICAL SPECIFICATIONS, SUPPLY, INSTALLATION & COMMISSIONING, WARRANTY AND AMC OF DATA ARCHIVAL-RETRIVAL SYSTEM HARDWARE TENDER**SCOPE OF WORK:**

The scope of work includes supply of Archival-Retrieval system hardware items, installation, commissioning, warranty and Annual Maintenance Contract (AMC). Archival-Retrieval system hardware comprises of two (2) nos. of work stations, two (2) nos. of LTO 5 Ultrium tape drives, three (3) nos. of LTO 7 Ultrium tape drives and tape media as consumables.

TECHNICAL SPECIFICATION:

Bidder has to provide the latest Archival-Retrieval hardware system as per the technical specification stipulated hereby:

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 v4 Series CPU (min. 6 core) or higher (min. Clock speed 3.4 Ghz 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 x1TB) 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	Gigabit Ethernet PCI-Express Network Interface Card
9	Built In IO/Ports	Min 2 USB 3.0, Min 3 USB 2.0
10	Ports/ adaptors	1. Min. two (2) nos. of Quad fibre channel host bus adapter (min.8Gb/s) with required SFP for each workstation. 2. Dual Host Bus Adapters for SAS devices (min. 6Gb/s) cables and terminators.
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, minimum display (1920 X 1080) with standard

		accessories and cables (Preferably same make & color as CPU 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 with LTO 5 & 7 Tape drives (as mentioned in the technical specification of NIT) and shall make them fully operational. ii The bidder shall configure and integrate the offered workstations to run existing IBM 3592 E05 tape drives & storage device (NAS) (as mentioned in SECTION-A) and shall make them fully operational. iii The bidder shall keep the provision to configure and integrate the offered workstations with IBM 3592 E07 tape drives and provide support to make them fully operational. iv 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.)

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	Min. 6 Gbps SAS/ FC port
5	Media	LTO-5, LTO-5 WORM formats
6	Media Compatibility	a) Reads/Writes : LTO-4, LTO-4 WORM, LTO-5 and LTO-5 WORM Tapes b) Reads LTO-3 Tapes
7	OS Support	Windows 8.1 (64 bit)
8	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.
9	Connectivity/Compatibility	LTO-5 Tape Drives must be configured, connected and installed with the supplied Workstations (as mentioned in the technical specification of NIT).
10	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.
11	Make/Model	To be quoted by bidder

1.3 TAPE DRIVES: LTO-7 Ultrium Tape Drives (3 Nos.)

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	Min. 6 Gbps SAS/ FC port
5	Media	LTO-7, LTO-7 WORM formats
6	Media Compatibility	a) Reads/Writes : LTO-7, LTO-7 WORM, LTO-6 and LTO-6 WORM Tapes b) Read s LTO-5 Tapes
7	OS Support	Windows 8.1 (64 bit) & Red Hat Enterprise Linux 6.4
8	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.
9	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).
10	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.
11	Make/Model	To be quoted by bidder

1.4 CONSUMABLES :

Sl. No.	Type	Capacity	Numbers	Remarks
1	LTO 7 (R/W)	6 Tb	10	All tape medias should be supplied with Bar code label.
2	LTO 6 (WORM)	2.5 Tb	20	
3	LTO 5 (R/W)	1.5 Tb	10	
6	FC Cables	10 mtr.	10	

2.0 Delivery, Installation, Commissioning and Acceptance Protocol:

- 2.1 Items need to be delivered at OIL's office at Duliajan within 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 bidder at Oil India Ltd's specified location in Duliajan, Assam only. Any GST/income tax/Personal tax etc. arising out of the above will be borne by the bidder and will be deducted at source by OIL.
- 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). Any item or activity not specifically mentioned in this document, but required to complete the installation, will be the sole responsibility of the successful bidder.
- 2.4 The bidder can start the preliminary work pertaining to Installation and Commissioning at Duliajan after the receipt of the firm order.
- 2.5 The total period of completion of installation and commissioning is five (5) weeks (Saturdays & Sundays are excluded) from the date of intimation from OIL after receipt of all the hardware items. This includes arrival of the commissioning engineers at the respective site and completion of commissioning.

2.6 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 discretion of OIL in which case extra expenditure involved, will 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.

(iv) 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.

(v) The liquidated damage as agreed by 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.

2.7 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.

2.8 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.

2.9 All the necessary expenses and other arrangements (to and fro fares, boarding, lodging expenses etc.) of supplier's personnel will be borne by bidder.

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(s) of the bidder 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.
- 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:

- i) Power On Test:
All the received equipments will be powered on and tested for the specifications and feature functionality of the individual items.
- ii) Integration test:
 - Devices & Drives functionality demonstration testing
 - Demonstration of proper integration of supplied hardware items with the existing hardware, software and other peripherals of Archival Centre as detailed in SECTION-A of NIT.
 - 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 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 Comprehensive onsite warranty for a period of three (3) years from the date of installation & commissioning. Warranty will cover all hardware including accessories tools/licenses/connectors/cables etc. provided with the system.
- 3.3 Any software/firmware upgrades, of supplied hardware and software, released during warranty period have to be supplied free of cost to OIL and installed on the relevant systems as per advice of OIL.
- 3.4 For subscription based software, subscription should be provided for the entire warranty period.
- 3.5 During the warranty period, successful bidder shall provide on-site service for preventive & corrective maintenance of all hardware supplied including replacement of defective parts without any extra cost to OIL.
- 3.6 During the period of Warranty, if new release of application software is launched and which may requires up gradation Operating system (OS) & other necessary drivers or patches in the workstations, the Supplier shall provide and upgrade the same in due consultation with OIL at no extra

cost to OIL.

- 3.7 At least one qualified and trained engineer shall be stationed at Duliajan exclusively for maintenance of the supplied all the items supplied against the tender from the start date of warranty for the entire warranty period. The engineer shall be available at site during prime-shift (7:00AM to 3:30PM) and on-call after prime-shift hours. The Company reserves the right to seek replacement of the engineer if his/her performance is not considered to be satisfactory.
- 3.8 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 in penalty clause (Clause 3.9).
- 3.9 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 of, will be levied on total material cost. If for any reason, the bidder fails to provide services within seven (7) successive days from the date of reporting, the period of warranty will be extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty, subject to a maximum of 7.5 % of the total order value.
- 3.10 No cannibalisation of any system or part of the system will be permitted for carrying out maintenance services.
- 3.11 Preventive & corrective maintenance of all hardware/ software supplied is to be carried out by the successful bidder, including replacement of defective parts during warranty period, at no extra cost to OIL. All the necessary 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 bidder.
- 3.12 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.
- 3.13 All the activities carried out under the scope of work against Installation & Commissioning will be covered under warranty, i.e. any or all such activities, if necessary, will have to be re-done by the bidder during the warranty period.
- 3.14 Any shortfall in provision of warranty service will be penalized according to the Penalty Clause 3.9. Penalty will be deducted from the PBG.

4.0 Annual Maintenance Contract (AMC):

- 4.1 A separate Annual Maintenance Contract (AMC) shall be awarded by OIL nearer the time of expiry of three (3) years warranty period. AMC will be raised to the successful bidder with rates quoted in the Purchase Order. The AMC will be effective immediately on expiry of warranty period.
- 4.2 The bidder has to quote for two (2) years of comprehensive AMC for all items supplied against this tender. The charges quoted against AMC for two (2) years will be considered for commercial evaluation.
- 4.3 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.

- 4.4 OIL reserves the right to enter for AMC agreement with the bidder after the expiry of three (03) years warranty period. After-sales services by the bidder during the warranty period of three (03) years will be a guiding factor for consideration for further maintenance agreement.
- 4.5 Any software/ firmware upgrades released during AMC period have to be supplied free of cost to OIL and installed on the relevant systems as per advice of OIL.
- 4.6 The AMC will include replace/repair, supply and installation of any defective parts/spares required for maintenance of the system at user's site with no extra cost to OIL and will be the responsibility of successful bidder. The bidder 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, in land transport charges etc.
- 4.7 At least one qualified and trained engineer shall be stationed at Duliajan exclusively for maintenance of the supplied all the items supplied against the tender from the start date of AMC for the entire AMC period. The engineer shall be available at site during prime-shift (7:00AM to 3:30PM) and on-call after prime-shift hours. The Company reserves the right to seek replacement of the engineer if his/her performance is not considered to be satisfactory.
- 4.8 Preventive & corrective maintenance of all hardware/ software supplied is to be carried out by the successful bidder, including replacement of defective parts during AMC period, at no extra cost to OIL. 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 two (02) 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.
- 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 (11) 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 Bidder shall provide following minimum services during support services 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 re-installation of Anti-Virus software.
 - d) Replace defective parts of computer, excluding the consumables.
- 4.12 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 at no extra cost to OIL.
- 4.13 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.
- 4.14 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.
- 4.15 In case AMC services are found to be unsatisfactory, OIL reserves the right to cancel the AMC at any point of time. In such a case, payments due to the bidder will be made on a pro-rata basis.
- 4.16 Contract No., period of the invoice, VAT/ any other taxes/ duties, as applicable, should be clearly mentioned in the invoices raised during AMC.
- 4.17 Any shortfall in provision of AMC services will be penalized according to the Penalty Clause 4.10.

5.0 SPECIAL TERMS & CONDITIONS:

- 5.1 Bidders must be the authorized dealer/distributor of OEM and authorization certificate (in original) from OEM in this regard is to be submitted along with the bid as per the **ANNEXURE-I**. In the Authorization Certificate it also needs to be mentioned that the OEM will provide support directly or through the particular dealer during the warranty period and annual maintenance contract period including replacement of spares and the validity of the certificate should be till completion of the contract including AMC Period from the date of submission of offers/ bids, failing of which, their offer shall be liable for rejection.
- 5.2 The bidder should provide an undertaking of authenticity of IT hardware /software supplies (in original) , from OEM , as per **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.
- 5.3 Bidders must confirm in writing as per **ANNEXURE-III**, attached herewith, stating that that the goods supplied shall be new of recent make and of best quality and workmanship and shall carry three (3) years warranty from the date of successful Installation & commissioning as certified by company representative against any defect arising from faulty materials, workmanship or design.
- 5.4 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.
- 5.5 The offer of bidders not complying with delivery, installation & commissioning, warranty & AMC clauses shall be rejected.

- 5.6 At the time of delivery, in case the quoted model becomes obsolete, then bidder shall offer 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.
- 5.7 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.
- 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.

6.3 Payment against AMC will be made on half-yearly basis after successful completion of service for that period

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. 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 two (2) 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 two (2) years will also be considered for commercial evaluation.

Sl.No.	Item description as per Tender Specification	Quantity Nos.	Quotation in INR (Figures and words)	Sub Total in INR (Figure and words)	Remarks
1.	1. Workstation	02			
2.	1. LTO-5 Ultrium Tape Drives	02			
3.	1. LTO-7 Ultrium Tape Drives	03			
4.	1. Consumables				
	LTO 7 (R/W) (6 TB)	10			
	LTO 6 (WORM) (2.5 TB)	20			
	LTO 5 (R/W) (1.5TB)	10			
	FC Cables (10 mtr. each)	10			
Total cost of Hardware items & Consumables (A) :					
Total cost of Installation & Commissioning (B):					
5.	ANNUAL MAINTENANCE CONTRACT of Hardware items for two (2) years				
	AMC Charges	Per Year (Lump sum)			
Total Cost of the Annual Maintenance Charges for two (2) years (C) :					
Grand Total (A+B+C) in figure: INR					
Grand Total (A+B+C) in words: INR					

SECTION-A

Details of existing Tape Drives, Workstation & Archival Software Package

Storage Device: 2 TB Transtec (NAS)

Archival Software Package (Application Software):

1. DIPLOMAT Copy

2. DIPLOMAT Demux

3. DIPLOMAT Utilities

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

Workstation: HP Workstation PC (HP-XW6000): one (1) no. (OS: Windows 7 Professional) & IBM Workstation PC (IBM System X3200MZ): one (1) no. (OS: Windows 2003 Server).

Tape drives:

3592 (E05) tape drives two (2) nos.

ANNEXURE-I

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

Ref. No. _____

Date

The Head (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/distributor of
M/s _____ (OEM).

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

This certificate is valid up to completion of the contract including AMC period.

We shall extend our standard Manufacturing warranty & technical support for
the good supplied by M/s _____.

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)

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

Ref. No. _____

Date _____

The Head (Materials)
Oil India Limited,
Duliajan-786 602

Sir,

Sub: Undertaking of authenticity of IT Hardware/Software supply

Ref: Your tender enquiry No. _____ Dated _____.

With reference to the hardware being quoted to you vide our quotation No. cited above, we hereby undertake that all the components/ parts/ assembly/ software used in the hardware under the above like Hard disk, Monitors, Memory, tape drives etc., 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.

We also undertake that in respect of licensed operating systems, it shall be sourced from the authorized sources.

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 hardware items 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 authorized Signatory

Name:

Designation:

Phone No.:

Place:

Date:

(Affix Seal of the Organization here)

ANNEXURE-III

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

Ref. No. _____

Date _____

The Head (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 to you vide our quotation No. shall be new of recent make and of best quality and workmanship and shall carry three (3) year warranty from the date of successful Installation & commissioning. No refurbished/ duplicate/ second hand components/ parts/ assembly/ software, are being used or shall be used.

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)

2.0:: GENERAL NOTES TO BIDDERS

Sl No	Clause description				
1.0	Tender Fee – Tender fee must be paid online through OIL’s payment gateway only and no other instrument (Cash/DD/Cheques/Cashier Cheque, etc) will be acceptable.				
2.0	Bid Security/EMD/Performance Bank Guarantee – Must be paid either through online mode or Submission of Bank Guarantee/LC only. No DD/Cheques/Cashier Cheque or any other mode will be acceptable.				
3.0	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.				
4.0	Bid must be submitted online through OIL’s e-procurement portal. Bid submitted in any other form will be rejected.				
5.0	<p>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 scribing tender no. and due date to The DGM Materials, Materials Department, Oil India Limited, Duliajan- 786602, Assam on or before 13:00 hrs (IST) on the Bid Closing Date mentioned in the Tender.</p> <p>a) Original Bid Security along with two duplicate copies of Bid Security. b) Any other documents which have been particularly asked for in this tender for submission.</p>				
6.0	Bidders must ensure that their bid is uploaded in the system before the tender closing date and time. Also, they must ensure that above documents which are to be submitted in a sealed envelope are also submitted at the above mentioned address before the bid closing date and time, failing which the offer shall be rejected.				
7.0	<p>The 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.</p> <table border="1" data-bbox="310 1625 1393 1728"> <tr> <td>Notes and Attachments</td><td>→ Only Price Details Should Be Uploaded</td></tr> <tr> <td>Technical attachments</td><td>→ All technical bid documents except price details</td></tr> </table> <p>Please do refer “NEW INSTRUCTION TO BIDDER FOR SUBMISSION” for the above two points and also please refer “ New Vendor Manual (effective 12.04.2017) ” available in the login Page of the OIL’s E-tender Portal.</p>	Notes and Attachments	→ Only Price Details Should Be Uploaded	Technical attachments	→ All technical bid documents except price details
Notes and Attachments	→ Only Price Details Should Be Uploaded				
Technical attachments	→ All technical bid documents except price details				

	
8.0	<p>In 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. <u>No price should be given in above Technical Rfx otherwise the offer will be rejected.</u> 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”.</p>
9.0	<p>PRICED BIDS OF ONLY THOSE BIDDERS WILL BE OPENED WHOSE OFFERS ARE FOUND TO BE TECHNO-COMMERCIALLY ACCEPTABLE.</p>
10.0	<p>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 rejection of its offer without seeking any clarifications.</p>
11.0	<p>Please mention clearly in your quotation the Net. Weight, Gross Weight & Volume, Indian Agent's Name and its Commission, Payment Terms, Ocean Freight/Air Freight Charges, Port of Loading, Delivery period, Country of origin with manufacturer's name, etc.</p>
12.0	<p>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.</p>
13.0	<p>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.</p>
14.0	<p>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.</p>

15.0	Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.
16.0	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.
17.0	The items shall be brand new, unused & of prime quality. The manufacturer shall warrant (in the event of an order) that the product supplied will be free from all defects & fault in material, workmanship & manufacture and shall be in full conformity with ordered specifications. The defective materials, if any, rejected by OIL shall be replaced by the supplier at their own expense. Bidders must confirm the same in their quotations.
18.0	Quantity of Individual item may be increased or decrease at the time of final placement of order. The minimum FOB/FCA charges in case of partial order for reduced quantity/enhanced quantity shall have to be indicated by the bidder. In case, this is not indicated specifically, the charges quoted would be pro-rata calculated and the same will be binding on the bidder.
19.0	Any deviation(s) from the tender specification should be clearly highlighted specifying justification in support of deviation.
20.0	<p>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.</p> <p>OIL's Independent External Monitors at present are as under:</p> <p>SHRI RAJIV MATHUR, IPS (Retd.), Former Director (IB) Govt. of India e-Mail ID : rajivmathur23@gmail.com</p> <p>SHRI SATYANANDA MISHRA, IAS(Retd.) Former Chief Information Commissioner & Ex-Secretary, DOPT, Govt. of India E-mail Id : satyanandamishra@hotmail.com</p> <p>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC e-Mail id : jagmohan.garg@gmail.com</p>
21.0	Original Bid Closing Date shall be considered by OIL for evaluation of BRC Criteria in case of any extension of the original bid closing date.

22.0	<p>Performance Security clause (Clause No. 10.0 of Section-A) of "General Terms & Conditions for Global Tenders (MM/GLOBAL/01/2005)" has been amended and the new clause is detailed in the Amendment dated 25.04.2016 issued to MM/GLOBAL/01/2005. Successful bidder will be required to furnish a Performance Bank Guarantee @10% of the order value which should remain valid for the period execution, including extension, if any and the entire warranty period in line with tender requirement. The successful bidder shall submit Performance Security within 30 days of award, failing which OIL reserves the right to cancel the order and forfeit their Bid Security. Bidders should undertake in their bids to submit Performance Security as stated above. Bidders to note the same and to confirm its acceptance in their offers.</p> <p>The Bank Guarantee issued by bank must be routed through SFMS platform as per following details:</p> <p>a. (i) "MT760/ MT760 COV for issuance of bank guarantee (ii) MT767/ MT767 COV for amendment of bank guarantee</p> <p>The above message/intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Duliajan Branch, IFS Code: UTIB0001129. Branch Address: Axis Bank Ltd., Duliajan Branch, Daily Bazar, Jyotinagar, Duliajan, Dist-Dibrugarh, Pin- 786602.</p> <p>b. The vendor shall submit to OIL the copy of the SFMS message as sent by the issuing bank branch along with the original bank guarantee.</p>
23.0	<p>Bidder to sign and submit completely filled up Technical & Commercial check list and Technical Evaluation Matrix for Bid evaluation criteria and Technical specification failing which their offer will be rejected.</p>
24.0	<p>Payment terms: Payment shall be released as follows:</p> <p>a. 80 % of the hardware value shall be released on supply of hardware.</p> <p>b. Remaining 20 % of hardware value and 100% of installation & commissioning charges shall be paid after successful installation and commissioning.</p>
25.0	<p>Liquidated Damage: Refer to "General Terms & Conditions" for e- Procurement as per Booklet No. MM/GLOBAL/E-01/2005 for E-procurement (ICB Tenders). In case of deduction of LD, LD amount will be deducted along with applicable rate of GST.</p>
26.0	<p>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 during import will be applicable. Indigenous bidder shall be eligible for concessional rate of GST against Essentiality Certificate for invoice valuing 10 lakh and above.</p> <p>In the event of an order on indigenous bidder, OIL will issue Project Authority Certificate (PAC) under Deemed Export, where import content is declared by the bidder for availing Custom Duty benefit on the import content.</p> <p>Supplier shall arrange to provide all necessary documents to apply for the essentiality certificate on receipt of request from OIL, if any. Further, supplier shall affect dispatch only on receipt of relevant certificates from OIL, failing which all related liabilities shall be to Supplier's account.</p>

27.0	<p>Bidders to note that Ministry of Petroleum & Natural Gas, Government of India implemented PPLC Policy to provide Purchase Preference (linked with local content) by notification no. Ref. O-27011/44/2016-ONG-II/FP dtd.25.04.2017. A new Clause on applicability of Purchase Preference (linked with local content) policy in the tender is furnished vide addendum dated 21.08.2017 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 wherever applicable.</p>
28.0	<p>Clauses related to GST</p> <ol style="list-style-type: none"> 1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings: <ol style="list-style-type: none"> (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time. 2. The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd. 3. Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder. 4. Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL. 5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders. 6. When Input tax credit is available for Set Off Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on

the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

7. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
8. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

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) TECHNICAL:

1.0 BIDDER'S ELIGIBILITY:

- 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 25,75,000.00 OR USD 39,100.00** 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. 25,75,000.00 OR USD 39,100.00** 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\$ 39,100.00 OR INR. 25,75,000.00** 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.
- 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..... (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 DD.

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 1,03,000.00 or US\$ 1,564.00** 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 03.08.2018.**
- 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: (Please indicate HSN Code of Material & SAC Code for Services)

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

Bidders are advised to submit detailed Price Schedule as per tender requirement specified in Annexure –AA

- (A) Total Material Value of Hardware Item & Consumables :
- (B) Packing & FOB Charges :
- (C) Total FOB Port of Shipment value, (A + B) above :
- (D) Overseas Freight Charges upto Kolkata, India :
- (E) Banking & Insurance Charges @1.5% of C
- (F) Total CIF Kolkata value, (C + D + E) :
- (G) Landing Charges @1% of F:
- (H) Total CIF Landed Value (F+G):
- (I) IGST on H:
- (J) Compensatory Cess, if any on I:
- (K) Total CIF+IGST Landed Value (H+I+J):
- (L) Installation/Commissioning Charges:
- (M) GST on Installation/Commissioning Charges vide L above:
- (N) AMC Charges after warranty: (Please submit per year AMC charges as specified in Annexure –AA)
- (O) GST on AMC Charges vide N above:
- (P) Grand Total Value as above (K+L+M+N+O) :
- (Q) Grand Value in words :
- (R) Gross Weight :
- (S) Gross Volume :

(ii) Price Bid Format (SUMMARY) for Indigenous Bidders:

Bidders are advised to submit detailed Price Schedule as per tender requirement specified in Annexure –AA

- (A) Total Material Value of Hardware Item & Consumables :
- (B) Packing and Forwarding Charges:
- (C) Total Ex-works value, (A + B) above :
- (D) GST on C :
- (E) Compensatory Cess, if any on (D)
- (F) Total FOR Dispatching Station price, (C+D+E) above
- (G) Road Transportation charges to Duliajan including GST
- (H) Insurance Charges @0.5% on C including GST:
- (I) Total FOR Duliajan value, (F + G + H) above
- (J) Installation/Commissioning Charges:
- (K) GST on Installation/Commissioning Charges vide J above:

- (L) **AMC Charges after warranty: (Please submit per year AMC charges as specified in Annexure –AA):**
- (M) **GST on AMC Charges vide L above:**
- (N) **Grand Value including (I+J+K+L+M)above :**
- (O) **Grand Value in words :**
- (P) **Gross Weight :**
- (Q) **Gross Volume :**
- (R) **Import Content, if any**

Note: 1) Domestic Bidders must quote inland freight charges upto Duliajan. In case bidder fails to quote inland freight charges, highest freight quoted by domestic bidder (considering pro-rata distance) against this tender or OIL's estimated freight, whichever is higher, shall be loaded to their offer for comparison purpose.

2) For enquiries with duty exemption benefit – 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. However, IGST @5% shall be applicable. IGST @5% shall be applicable for Indigenous bidders also.

- 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 mentioned in B). Commercial 6.0 (i) (P) above.

NOTE: *Banking charge in the country of the foreign bidder shall be borne by the bidder. Banking charge 1% for payment through Letter of Credit. If confirmed L/C at buyer's account is required, 1.5 % will be loaded.

4.2) When only domestic bidders are involved:

Comparison of bids will be done on the basis of "Grand Total Value" which is estimated as mentioned in B). Commercial 6.0 (ii) (N) above.

4.3) When both foreign and domestic bidders are involved:

The Grand Total Value of domestic bidder **B). Commercial 6.0 (ii) (N) (excluding G+H) above i.e** Grand Total Value of domestic bidder excluding inland transportation charges including GST and Insurance charges including GST worked out as per Para 6.0(ii) above and Grand Total Value of the foreign bidder worked out as per Para **B). Commercial 6.0 (i) (P) above**) will be compared. 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

Sl#	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 ?	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 6.0 of BRC Commercial vide Annexure – BB)?	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

Signature _____

Name _____

Designation _____

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

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

TO WHOM IT MAY CONCERN

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

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

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

Place:

Date:

Seal

Membership No:

Registration Code:

Signature

***Applicable only for GLOBAL tenders**

Technical Evaluation Sheet for Technical Specification/Scope of Work/BEC/BRC

<u>Sl. No.</u>	<u>Clause No. of Technical Specification/ Scope of Work</u>	<u>Description</u>	<u>Bidders Remarks Complied/ Not Complied/ Deviation</u>	<u>Bidder to indicate Relevant Page No of their Bid to support the remarks/ compliance</u>
1	1.0	<i>HARDWARE Specification</i>		
2	1.1	Workstation: Quantity 02(Two) Nos.		
3	1.2	TAPE DRIVES: LTO-5 Ultrium Tape Drives (2 Nos.)		
4	1.3	TAPE DRIVES: LTO-7 Ultrium Tape Drives (3 Nos.)		
5	1.4	CONSUMABLES		
6	2.0	<i>Delivery, Installation, Commissioning and Acceptance Protocol</i>		
7	2.1	Items need to be delivered/ shipped within fifteen (15) weeks from issue of firm order/letter of credit. No preference/benefit shall be given for shorter delivery.		
8	2.2	Supplied hardware should be installed and commissioned by the bidder at Oil India Ltd's specified location in Duliajan, Assam only. Any GST/income tax/Personal tax etc. arising out of the above will be borne by the bidder and will be deducted at source by OIL.		
9	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). Any item or activity not specifically mentioned in this document, but required to complete the installation, will be the sole responsibility of the successful bidder.		

10	2.4	The bidder can start the preliminary work pertaining to Installation and Commissioning at Duliajan after the receipt of the firm order.		
11	2.5	The total period of completion of installation and commissioning is five (5) weeks (Saturdays & Sundays are excluded) from the date of intimation from OIL after receipt of all the hardware items. This includes arrival of the commissioning engineers at the respective site and completion of commissioning.		
12	2.6	<p>DEFAULT IN DELIVERY / LIQUIDATED DAMAGES :</p> <p>Time will be of the essence of the contract.</p> <p>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 discretion of OIL in which case extra expenditure involved, will 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.</p> <p>(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.</p>		

		<p>(iv) 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.</p> <p>(v) The liquidated damage as agreed by 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.</p>		
13	2.7	<p>The following points are to be verified at the consignee's premises jointly by the representative of the bidder and OIL's representative(s).</p> <p>a. Quantity and physical condition of each of the items supplied.</p> <p>b. Manuals & catalogues.</p> <p>c. Software media and manuals.</p> <p>d. Necessary tests/warranty/guarantee certificates.</p> <p>e. Any other details as per complete system specifications</p>		
14	2.8	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	2.9	All the necessary expenses and other arrangements (to and fro fares, boarding, lodging expenses etc.) of supplier's personnel will be borne by bidder.		
16	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		
17	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(s) of the supplier shall be issued certifying that the fully integrated system is functioning satisfactorily as per the Supply order.		
18	2.12	<p>ACCEPTANCE PROTOCOL:</p> <p>a. The Hardware elements/components being procured against this tender are meant for smooth and efficient running of Archival Centre, Duliajan.</p> <p>b. The bidder will have to fully ensure the proper porting, testing and fine tuning the system for providing the optimum throughput & performance.</p> <p>Following broad guidelines have to be followed for conducting the accepting tests:</p> <p>i) Power On Test: All the received equipment will be powered on and tested for the specifications and feature functionality of the individual items.</p> <p>ii) Integration test:</p> <ul style="list-style-type: none"> • Devices & Drives functionality demonstration testing • Demonstration of proper integration of supplied hardware items with the existing hardware, software and other peripherals of Archival Centre as detailed in SECTION-A of NIT. • Documentation of test/demonstration results along with Manuals for all Systems/peripherals/equipment. 		
19	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		
20	3.0	WARRANTY SERVICE TERMS		
21	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.		
22	3.2	Comprehensive onsite warranty for a period of three (3) years from the date of installation & commissioning. Warranty will cover all hardware including accessories tools/licenses/connectors/cables etc. provided with the system.		
23	3.3	Any software/firmware upgrades, of supplied hardware and software, released during warranty period have to be supplied free of cost to OIL and installed on the relevant systems as per advice of OIL.		
24	3.4	For subscription based software, subscription should be provided for the entire warranty period.		
25	3.5	During the warranty period, successful bidder shall provide on-site service for preventive & corrective maintenance of all hardware supplied including replacement of defective parts without any extra cost to OIL.		
26	3.6	During the period of Warranty, if new release of application software is launched and which may requires up gradation Operating system (OS) & other necessary drivers or patches in the workstations, the Supplier shall provide and upgrade the same in due consultation with OIL at no extra cost to OIL.		
27	3.7	At least one qualified and trained engineer shall be stationed at Duliajan exclusively for maintenance of the supplied all the items supplied against the tender from the start date of warranty for the entire warranty period. The engineer shall be available at site during prime-shift (7:00AM to 3:30PM) and on-call after prime-shift hours. The Company reserves the right to seek replacement of the engineer if his/her performance is not considered to be satisfactory.		
28	3.8	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 in penalty clause (Clause 3.9).		
29	3.9	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 of, will be levied on total material cost. If for any reason, the bidder fails to provide services within seven (7) successive days from the date of reporting, the period of warranty will be extended by that number(s) of days, at no extra cost to OIL, in addition to the above penalty, subject to a maximum of 7.5 % of the total order value.		
30	3.10	No cannibalisation of any system or part of the system will be permitted for carrying out maintenance services.		
31	3.11	Preventive & corrective maintenance of all hardware/ software supplied is to be carried out by the successful bidder, including replacement of defective parts during warranty period, at no extra cost to OIL. All the necessary 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 bidder.		
32	3.12	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.		
33	3.13	All the activities carried out under the scope of work against Installation & Commissioning will be covered under warranty, i.e. any or all such activities, if necessary, will have to be re-done by the bidder during the warranty period.		

34	3.14	Any shortfall in provision of warranty service will be penalized according to the Penalty Clause 3.9. Penalty will be deducted from the PBG.		
35	4.0	Annual Maintenance Contract (AMC)		
36	4.1	A separate Annual Maintenance Contract (AMC) shall be awarded by OIL nearer the time of expiry of three (3) years warranty period. AMC will be raised to the successful bidder with rates quoted in the Purchase Order. The AMC will be effective immediately on expiry of warranty period at no extra cost to OIL.		
37	4.2	The bidder has to quote for two (2) years of comprehensive AMC for all items supplied against this tender. The charges quoted against AMC for two (2) years will be considered for commercial evaluation.		
38	4.3	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.		
39	4.4	OIL reserves the right to enter for AMC agreement with the bidder after the expiry of three (03) years warranty period. After-sales services by the bidder during the warranty period of three (03) years will be a guiding factor for consideration for further maintenance agreement.		
40	4.5	Any software/ firmware upgrades released during AMC period have to be supplied free of cost to OIL and installed on the relevant systems as per advice of OIL.		
41	4.6	The AMC will include replace/repair, supply and installation of any defective parts/spares required for maintenance of the system at user's site with no extra cost to OIL and will be the responsibility of successful bidder. The bidder 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, in land transport charges etc.		

42	4.7	At least one qualified and trained engineer shall be stationed at Duliajan exclusively for maintenance of the supplied all the items supplied against the tender from the start date of AMC for the entire AMC period. The engineer shall be available at site during prime-shift (7:00AM to 3:30PM) and on-call after prime-shift hours. The Company reserves the right to seek replacement of the engineer if his/her performance is not considered to be satisfactory		
43	4.8	Preventive & corrective maintenance of all hardware/ software supplied is to be carried out by the successful bidder, including replacement of defective parts during AMC period, at no extra cost to OIL. 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.		
44	4.9	The defective parts during the two (02) 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.		
45	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 (11) 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.		
46	4.11	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		

		<p>provided along with the hardware.</p> <p>b) Backup, formatting and restoration of systems, as and when required, ensuring no loss of data during the process.</p> <p>c) Restore workstations in case of malfunction due to Virus, including re-installation of Anti-Virus software.</p> <p>d) Replace defective parts of computer, excluding the consumables.</p>		
47	4.12	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 at no extra cost to OIL.		
48	4.13	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.		
49	4.14	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.		
50	4.15	In case AMC services are found to be unsatisfactory, OIL reserves the right to cancel the AMC at any point of time. In such a case, payments due to the bidder will be made on a pro-rata basis.		
51	4.16	Contract No., period of the invoice, VAT/ any other taxes/ duties, as applicable, should be clearly mentioned in the invoices raised during AMC.		
52	4.17	Any shortfall in provision of AMC services will be penalized according to the Penalty Clause 4.10.		
53	5.0	SPECIAL TERMS & CONDITIONS		
54	5.1	Bidders must be the authorized dealer/distributor of OEM and authorization certificate (in original) from OEM in this regard is to be submitted along with the bid as per the ANNEXURE-I. In the Authorization Certificate it also needs to be mentioned that the OEM will provide support directly or through		

		the particular dealer during the warranty period and annual maintenance contract period including replacement of spares and the validity of the certificate should be till completion of the contract including AMC Period from the date of submission of offers/ bids failing of which, their offer shall be liable for rejection.		
55	5.2	The bidder should provide an undertaking of authenticity of IT hardware /software supplies, (in original) , from OEM , as per 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.		
56	5.3	Bidders must confirm in writing as per ANNEXURE-III, attached herewith, stating that that the goods supplied shall be new of recent make and of best quality and workmanship and shall carry three (3) years warranty from the date of successful Installation & commissioning as certified by company representative against any defect arising from faulty materials, workmanship or design.		
57	5.4	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.		
58	5.5	The offer of bidders not complying with delivery, installation & commissioning, warranty & AMC clauses shall be rejected.		
59	5.6	At the time of delivery, in case the quoted model becomes obsolete, then bidder shall offer 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.		
60	5.7	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.		
61	6.0	<i>Payment</i>		
62	6.1	Payment shall be released as follows: a. 80 % of the hardware value shall be released on supply of hardware. b. Remaining 20 % of hardware value and 100% of installation & commissioning charges shall be paid after successful installation and commissioning.		
63	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.		
64	6.3	Payment against AMC will be made on half-yearly basis after successful completion of service for that period		
65	7.0	Price schedule		
		<u>BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)</u> <u>GENERAL CONFORMITY</u> 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) TECHNICAL: 2.0 <u>BIDDER'S ELIGIBILITY:</u> 2.1 The bidder should be an Original Equipment Manufacturer (OEM) of the		

		<p>tendered item (s).</p> <p>OR</p> <p>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.</p>		
		<p>2.0 Experience Criteria</p> <p>i) <u>In case the bidder is an Original Equipment Manufacturer(OEM) of the tendered item(s) :</u></p> <p>(a)The bidder should have experience of successfully executing at least one order/contract valuing minimum INR 25,75,000.00 OR USD 39,100.00 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.</p>		
		<p>ii) <u>In case the bidder is an authorized sole selling agent /dealer /distributor /supply house,</u></p> <p>(a) The bidder should have experience of successfully executing at least one order/contract valuing minimum INR. 25,75,000.00 OR USD 39,100.00 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</p>		

		themselves.		
		<p>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:</p> <p>(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)</p> <p>(b) Any one or combination of the following documents that confirms the successful execution of each of the purchase order(s) / contract(s)</p> <p>-</p> <ul style="list-style-type: none"> - 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.		
		<p>4.0 Financial Criteria:</p> <p>1 <u>Annual Turnover:</u> The bidder shall have an annual financial turnover of minimum US\$39,100.00 OR INR. 25,75,000.00 during any of the preceding 03 (three) financial years reckoned from the original bid closing date of the tender.</p>		
		2 "Net Worth" of the bidder should be positive for the financial/accounting year just Preceding the bid Closing Date.		

		<p>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..... (As the case may be) has actually not been audited so far'.</p> <p>Note:</p> <p>c) For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-</p> <p>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 DD.</p> <p>OR</p> <p>ii) Audited Balance Sheet along with Profit & Loss account. In case of Foreign bidders, self-attested/digitally signed printed published accounts are also acceptable</p> <p>d) In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt.</p>		
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		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\$.		

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